

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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Sylvia Williams,

ORIGINAL

COMPLAINT

Pro per Plaintiff,

CV 13-

4610

- against -

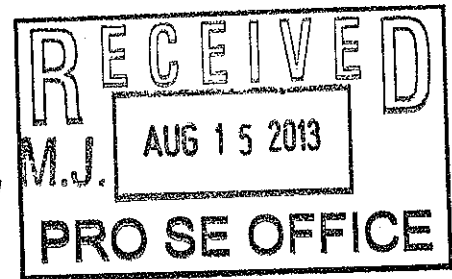
Jury Trial Demanded

ROSS, J.

DARMIN BACHU ESQ., - C/O PIM EQUITIES
(RON BOROVINSKY), LYNNAE SAVAGE,
GILLIAN SHEPHERD, AND "JOHN DOE" and
"JANE DOE" 1-15, and ALL AGENTS,
CONTRACTORS and REPRESENTATIVES et al.

BOHORELSKY, M.J.

Defendant (s).
-----X



Parties:

Plaintiff: Sylvia Williams, Secured Party Creditor/Third Party Intervener, resides at 70 Herkimer Street, Apt 2, Brooklyn, NY 11216

(Plaintiff Party hereinafter also referred to as Secured Party Creditor/Third Party Intervener, your Affiant)

Defendant: Darmin Bachu ESQ – C/O PIM Equities Inc. (Ron Borovinsky), resides at 127-21 Liberty Avenue, Richmond Hills, NY 11419

Defendant: Lynnae Savage, resides at 232 Elizabeth Street, Apt 5A, New York, NY 10022

Defendant: Gillian Shepherd, 177-33 Ursina Road, Jamaica, NY 11434

(Defendant(s) Parties also referred to as Debtor(s), your Offender(s)).

The jurisdiction of the Court is invoked pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605; Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709; Title 49 U.S.C. Chapter 801 § 80113; 28 U.S.C. §1333 and/or §1337; Admiralty ab initio 1789 see 5: Stat. 516, Chapter 188 §: 5 with enactment date August/23/1842 with the authority of the act of September/24/1789: Chapter 20; intervener is protected pursuant

to The Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749; The Public Vessels Act, pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113; Title 49 U.S.C., Ch. 801 § 80116;

STATEMENT OF CLAIM

I Sylvia Williams state that all claims in Supreme or Civil Court in Kings County against your Plaintiff/ Secured Party Creditor/Third Party Intervener/Affiant are to be dismissed due to your Defendant(s) filing false claims, racketeering, unlawful conversion, conspiracy and piracy of said Premises, one stop shop methods, breach of constructive trust, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud your Plaintiff/ Secured Party Creditor/Third Party Intervener/Affiant of said Premises.

On September 8, 2010 your Plaintiff filed a perfected UCC-1 with the New York City Department of Finance CRFN # 2010000303816 listing Defendant Lynnae Savage as a Debtor regarding the premises located at 70 Herkimer Street, Brooklyn, NY 11216, Block: 1865, Lot: 41 (hereinafter referred to as said Premises).

On January 3rd, 2013 an Affidavit of Obligation of Commercial Lien dated December 28, 2012 was sent via Registered Mail to both Defendants Lynnae Savage (receipt # 7011 2970 0000 6326 4455) and Gillian Shepherd (receipt # 7011 2970 0000 6326 7463) and ALL AGENTS, and JOHN & JANE DOE'S 1-12, et al from your Plaintiff listing them both as Offender(s) and your Plaintiff as your Affiant. This document was filed with the State of New York Kings County Clerk's Office and the Department of State which also referenced Department of Finance document UCC-1 document # 201211138397547 dated November 13, 2012 listing both Defendants as Debtors. The document also gives in detail the malicious crimes committed by both Defendants Savage and Shepherd. Both Defendants did not reply to said affidavit therefore both Defendants was in default.

On or about February 3rd, 2013 a Verified Notice of Default dated January 26, 2013 was sent via Registered Mail to both Offenders Savage ((receipt # 7011 2970 0000 6326 4530) and Gillian Shepherd (receipt # 7011 2970 0000 6326 4547) and ALL AGENTS, and JOHN & JANE DOE'S 1-12, et al from your Plaintiff. This document was filed with the State of New York Kings County Clerk's Office and the Department of State which also referenced Department of Finance document UCC-1 document # 201211138397547 dated November 13, 2012 listing both Defendants as Debtors. Both Defendants did not reply to default notice. This document was filed with the State of New York Kings County Clerk's Office and the Department of State which also referenced Department of Finance document UCC-1 document # 201211138397547 dated November 13, 2012 listing both Defendants as Debtors.

On or about March 20th, 2013 a Notice to Vacate in thirty days was left on each unit of said Premises from PIM Equities signed by Ron Borovinsky alleging new ownership even though a Perfected UCC-1 filed by your Plaintiff was already on file as of 2010. Defendant PIM Equities made no effort to settle the claim made by your Plaintiff which makes the transfer of said Premises from Defendant Savage to Defendant PIM Equities illegal.

On March 29th, 2013 your Plaintiff filed a UCC-3 with the State of New York Department of

State file #201303298131264 listing Defendant PIM Equities Ron Borovinsky as a Debtor. Defendant PIM Equities claiming to be the new owner inherited the debt of Defendant Savage which made the transfer/conversion of said Premises unlawful.

On or about March 30th, 2013 a Second Notice of Default with Demand For Payment dated March 15th, 2013 was sent via Registered Mail to both Offenders Savage (receipt # 7012 2920 0001 0839 4776 0) and Shepherd (receipt # 7011 2970 0000 6326 4608) from your Plaintiff. This document was filed with the State of New York Kings County Clerk's Office and the Department of State. Both Defendants did not reply to second default notice.

On or about March 31st, 2013 a Notice to Tenant on Non-Renewal of Lease, Termination of Tenancy and Intention to Recover Possession (30) Day Notice was left on each unit of said Premises from PIM Equities signed by Ron Borovinsky alleging new ownership. Your Plaintiff then responded to Defendant PIM Equities (30) Day notice via Registered Mail receipt # 7012 2920 0001 0839 4967 with a Qualified Written Request, Complaint, Dispute Of Debt And Validation Of Debt Letter, Tila Request dated April 23rd, 2013, along with an Affidavit of Obligation Commercial Lien (Amendment) (and ALL AGENTS, and JOHN & JANE DOE'S 1-12, et al) was filed with the State of New York Kings County Clerk's Office and the Department of State listing Defendant PIM Equities as a Debtor to UCC-3 file # 201303298131264. Instead of responding to said written request letter sent to Defendant PIM Equities from you Plaintiff, Defendant Darmin Bachu ESQ, C/O PIM Equities then filed a Holdover Eviction against your Plaintiff in Civil Court Kings County Index #73405/13.

This incident represents the classic foreclosure rescue scheme that along with predatory lending which has defrauded homeowners of their life savings and the equity in their homes. In fact, foreclosure rescue schemes are a form of predatory lending and real estate fraud designed to strip vulnerable homeowners of their deed and the equity in their homes. Typically, in these schemes, the foreclosure rescue specialist locates homeowners on pre foreclosure or foreclosure and uses offers of refinancing to trick them into signing over their deed to a third party. The third party then re-mortgages the property at a much higher amount and demands increased mortgage payments from the homeowners.

REMEDY DEMAND

Libellant is entitled to return of all funds paid by SYLVIA WILLIAMS for the years 2005 – 2013, (9 years), where an Libellant paid monthly payments, plus all late fees and interest fraudulently charged, and \$75.00 per hour (20 hours per year) for all time spent on all letters to personnel and "Acceptance for Value" paperwork through June 10, 2013.

COMPUTED AS FOLLOWS

	\$ 566, 250.00	Funds fraudulently levied
	\$ 13, 500.00	\$75.00/hour for time spent on documents presented by
Libellees plus postage		
	\$ 579, 750.00	Sum Certain of Actual Cost Funds

**CONVERSION FOR UNAUTHORIZED ACTS AGAINST SECURED PROPERTY
COMPUTED AS FOLLOWS**

\$ 579,750.00	Sum Certain of Actual Cost Funds
x 3	Rights Violations Compensation Multiplier
\$ 1,739,250.00	Compensatory Damages
\$ 1,739,250.00	Sum Certain of Actual Cost Funds
x 3	Punitive Compensation Multiplier
\$ 5,217,750.00	Punitive Damages
\$ 1,739,250.00	Compensatory Damages
\$ 5,217,750.00	Punitive Damages
\$ 6,957,000.00	Total Damages for Conversion

SUM CERTAIN FOR CONVERSION

\$6,957,000.00 as of June 10, 2013

SIX MILLION NINE HUNDRED FIFTY SEVEN THOUSAND DOLLARS AND NO CENTS.

August 1st, 2013
Date

Sylvia Williams
Sylvia Williams

718-857-2941
Telephone Number



**District Court for the United States
In Care of THE UNITED DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

Sylvia; Williams, Injured Third Party Intervener
c/o 70 Herkimer Street, Fl 2
Brooklyn [11216] New York

SYLVIA WILLIAMS)
Sramineus Homo, US Vessel)
Plaintiff)

V.)

DARMIN BACHU, ESQ, C/O PIM EQUITIES INC,)
LYNNAE SAVAGE, GILLIAN SHEPHERD,)
AND "JOHN DOE" and "JANE DOE" 1-15, and)
ALL AGENTS, CONTRACTORS and)
RESPRESENTATIVES et al.,)
US Vessel Secretary,)

US Vessel and)
DOES, ROES, and MOES 1 -100 et al)
Defendants)

Sylvia; williams,)
Lien Holder of the Vessel, the Real Party)
In Interest, Lawful Woman)
Injured Third Party Intervener/Petitioner)
/Libellant)

V.)

DARMIN BACHU ESQ. C/O PIM EQUITIES, INC.)
LYNNAE SAVAGE, GILLIAN SHEPHERD,)
AND "JOHN DOE" and "JANE DOE" 1-15, and)
ALL AGENTS, CONTRACTORS and)
RESPRESENTATIVES et al., US Vessel)
Secretary, US Vessel And)
DOES, ROES, and MOES 1 -100 et al)
US VESSELS)

INDIVIDUALLY AND SEVERALLY)
Third Party Defendants/Libellees)

Case # _____
Within the Admiralty

COMMERCIAL NOTICE OF
AMENDED PETITION AND
COMPLAINT WITHIN THE
ADMIRALTY PURSUANT TO
RCP #3 AND #4 FOR
THE PETITION FOR AGREEMENT
AND HARMONY IN THE NATURE
OF A NOTICE OF INTERNATIONAL
COMMERCIAL CLAIM WITHIN THE
ADMIRALTY ADMINISTRATIVE
REMEDY AND LIBEL OF REVIEW
AND ENTRY OF THE CONCLUSIVE
EVIDENCE FOR SETTLEMENT AND
CLOSURE OF THE ESCROW BY
COMMERCIAL AFFIDAVIT/
PLEADING IN FACT AND POINTS
AND AUTHORITIES AND
MEMORANDUM OF LAW

COMMERCIAL AFFIDAVIT IN FACT

FOR AND ON THE RECORD:

THE COURT TAKES JUDICIAL NOTICE WITHIN THE ADMIRALTY OF THE SUM
CERTAIN OF THE FACTS AND STATEMENTS HEREIN

#1. COMES NOW THE INJURED THIRD PARTY INTERVENOR/LIBELLANT By

Restricted Appearance pursuant to Special Procedures in Admiralty E (8) and at no time waives any protections within the Admiralty.

JURISDICTION

#2. This Court is an Admiralty Court and the injured third party petitioner/libellant, intervener sets this action and files this action with the Court Clerk "within the admiralty" pursuant to Special Procedures in Admiralty #Rule E(8), and is appearing in Restricted Appearance IN FACT and that;

#3. All Court Officers are not immune "within the Admiralty" and are accountable for their actions pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605. Any foreign sovereigns are liable for damages while doing business in the United States. This provision has application since the foreign sovereign – the judges, clerks, etc. – operate on the behalf of a defacto foreign fiction government. Officials are liable for the damages that they commit while doing business in the country IN FACT and that;

#4. This third party action is filed pursuant to 28 U.S.C. §1333 and/or §1337 IN FACT and that;

#5. This court is open for admiralty issues and in this instant action it is a debt obligation and insurable interests that are issues in admiralty IN FACT and that;

#6. This court is authorized in Admiralty ab initio 1789 see 5: Stat. 516, Chapter 188 §: 5 with enactment date August/23/1842 with the authority of the act of September/24/1789: Chapter 20 IN FACT and that;

#7. This action of the injured third party petitioner/libellant, intervener is protected pursuant to The Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749 IN FACT and that;

#8. THE SUITS IN ADMIRALTY ACT is a law where the United States and its co-parties specifically waives its immunity in three situations: (1), If the Admiralty suit involves a vessel of the United States (Woman's body is named in the action), (U.S. citizen Vessel) (Name in all upper case of the vessel) and (2), Cases that involve

cargo belonging to the U.S. and its co-parties. Within the context of this instant action, when the cargo [the paperwork, or lawsuit] of the United States and its co-parties harms us, the United States gives us a blanket waiver of immunity, or (3), if the United States could be sued in the Admiralty if it were a private party, if we are going into an international jurisdiction, (a set aside, fenced territory) every time we go into the Court, we are entitled to sue the United States and its co-parties in the Admiralty as if it were a private party. The cargo is the docket file and the lawsuit and Clerks/Warrant Officers and Judges/Masters are not immune if the cargo is not directed into the Admiralty Court IN FACT and that;

#9. In this instant action all parties are U.S. VESSELS and fit the legal definition of a U.S. Vessel IN FACT and that;

#10. The Court Officers/ Master/ Mariners are liable if they mislead/mis-deliver this action into the wrong Court and the law provides for criminal penalties for compliance failures IN FACT and that;

#11. The Public Vessels Act is applied in this instant action and waives the Court Officer's Immunities pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113 IN FACT and that;

#12. The cargo is shipped via the U.S. Postal Service and all parties are subject to the Postal Codes in this instant action IN FACT and that;

#13. The Bills of Lading Act includes a criminal penalty because the losses suffered by the customers of the shippers can be very great. I use a Bill of Lading/Petition/Complaint in all of my lawsuits. This presentment fits the criteria for a Bill of Lading, meeting all the facts enclosed in any Bill of Lading. The Bill of Lading describes the cargo (the lawsuit), and tells the Court Clerk to carry the suit into the Admiralty Jurisdiction of the Court. The Clerk is a PUBLIC VESSEL and the CARRIER, being a vessel of the United States and its co-parties. This Bill of Lading identifies the cargo as the lawsuit, by describing the suit's postal registry number, which is Registered Mail #RR 7012 2920 0001 0839 4967 US, which is placed on the front page, and by describing the paperwork as having an American flag on the front page of the paperwork.

#14. The Bill of Lading creates a liability for which the damaged party can recover in a suit if the documents are diverted into another venue. If a carrier is found wanting in due diligence concerning the delivery of

the cargo, the liability attaches at the time of the diversion of the documents. The Bill of Lading therefore takes away the immunity of Clerks/Warrant Officers and Judges/Masters, if the cargo is not delivered into the Admiralty Court, and adds criminal penalties for compliance failures. Title 49 U.S.C., Ch. 801 § 80116 IN FACT and that;

#15. The Admiralty Extension Act, Title 46 U.S.A. Appendix, Ch 19-A § 740, extends the admiralty jurisdiction inland. All states by law have access to the sea. Therefore any land locked country has an easement, so to speak, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts IN FACT and that;

RESTRICTIONS

#1. The Third Party Libellee/Defendants are estopped by the “DOCTRINES OF ESTOPPEL” by “AGREEMENT/CONTRACT” and by “ESTOPPEL BY ACQUIESCENCE”.

The Third Party Libellees/Defendants are forever barred from arguing and controverting the issues of the “CONTRACT/CLAIMS” and are bound strictly in their prove up of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification, “within the Admiralty”. Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of their Contract. This AGREEMENT/ CONTRACT is protected pursuant to US Constitution, Article I Section 10, and the D.C. Codes in regarding “THE IMPAIRMENT OF CONTRACTS”.

#2. The Third Party Libellees/Defendants have received Notice of Default, and therefore, should they make a hostile presentment before this court, written or oral, are subject to the provisions of F.R.C.P. RULE 9(h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

FACTS

The injured third party petitioner/libellant, intervener exhausts the Administrative Remedies and serves the third party Libellees, et al. a Petition for Agreement and Harmony in the nature of a UCC-1 FINANCING

STATEMENT File # 201012038385979 by Registered Mail on or before December 3, 2010, File # 201211138397547 on or before November 13, 2012, and File #201303298131264 IN FACT and that;

#2. On or before December 28, 2012, an AFFIDAVIT OF OBLIGATION is served by Registered Mail upon the Libellees et al. IN FACT and that;

#3. On or before January 31, 2013, a VERIFIED NOTICE OF DEFAULT, NOTICE OF LIEN, AND A TRUE BILL is served by Registered Mail upon the Libellees, IN FACT and that;

#4. On or before March 15, 2013 and March 23, 2013, a SECOND NOTICE OF DEFAULT AND STIPULATION is signed and sealed by a Court Officer Notary and is served by Registered Mail upon the Libellees IN FACT and that;

#5. On or before March 24, 2013, a CLAIM OF LIEN is signed and sealed by a Court Officer Notary IN FACT and that;

#6. On or before March 24, 2013, a NOTICE AND CLAIM OF COMMERCIAL LIEN BY WRIT OF ATTACHMENT, and a AFFIDAVIT SUPPORTING NOTICE AND CLAIM OF COMMERCIAL LIEN BY WRIT OF ATTACHMENT is signed and sealed by a Court Officer Notary IN FACT and that;

#7. On or before April 24, 2013 a QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REUEST is signed and sealed by a Court Officer Notary and is served by Registered Mail upon the Libellees IN FACT and that;

#8. On or before June 12, 2013 a VERIFIED NOTICE OF DEFAULT regarding QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER is signed by the Notary and mailed by Registered Mail # 7011 2970 0000 6325 1240 IN FACT and that;

#9. All parties failed to respond and answer and are in Collateral Estoppel, Tacit Procuration, Stare Decisis, Estoppel by Acquiescence and Res Judicata by Agreement and cannot proceed Administrative or Judicial without committing perjury and causing further injury to the third party libellant IN FACT and that;

#10. The third party libellees cannot obtain a dismissal or summary judgment without sworn competent witness testimony and cannot do so because they are estopped by their own actions and inactions and any attempts to appear are a hostile presentment before this Court and are further culpable IN FACT and that;

#11. There is no controversy from any party that stands, and this Court is mandated to enforce the Agreement/Contract and grant the relief as sought in the Accounting and True Bill, or they are found in violation of the impairment of contracts pursuant to Article 1, § 10 of the United States Constitution and the D.C. Codes IN FACT and that;

#12. If the court attempts to dismiss the injured third party petitioner/libellant, intervener's claim, it is a VOID JUDGMENT pursuant to FRCP 60 (b)(4) STATEMENTS OF COUNCIL IN BRIEF OR IN ARGUMENT ARE NOT SUFFICIENT FOR A MOTION TO DISMISS OR FOR SUMMARY JUDGMENT Trinsey V. Pagliaro D.C. Pa (1964), 229 F. Supp 647 for lack of subject matter jurisdiction and judicial misconduct and Scierter Criminal Act without immunity IN FACT and that;

#13. Any attempts by anyone to trespass the injured third party petitioner/libellant, intervenor's claim Agreement/Contract is committing Criminal Barratry and Piracy on the high seas of Admiralty law IN FACT and that;

#14. The injured third party petitioner/libellant, intervenor holds a priority commercial claim against the debtor named AMEUR BENAUDIG, Stramineus Homo, A U.S. Vessel by legal definition, and no one has an insurable interest other than the injured third party petitioner/libellant, intervenor IN FACT and that;

#15. Because case # 73405/13 is filed on parties within an insolvent state and nation there is an insurance interest issue in this instant action and that Unknown dba STATE FARM BANK, US VESSEL has insured this case and/or bonded under his errors and Omissions Insurance policy; he is found in insurance fraud, mail fraud, wire fraud, and conspiracy to commit such, and undue enrichment, fraud, and numerous other Scierter Acts, including, but not limited to, Continuous Torts IN FACT and that;

#16. The risk management is under notice that there is continuous irreparable harm and damage to the injured third party petitioner/libellant, intervenor and the bonds and insurance in this instant action belong to the injured third party petitioner/libellant, intervenor, and the substitute plaintiff trustee/third party co-Libellee STATE FARM BANK, US VESSEL is the obligated party and does surrender his Public Hazard Bond and risk management of the by taking such risks in promulgating this instant action in bad faith and fraud and causing an injury in the Public IN FACT and that;

#17. The Third Party Intervenor/Libellant is the Holder in Due Course of the US Vessel and its Trade Name by security agreement and a UCC 1 Financing Statement #201012038385979, 201211138397547, and 201303298131264 filed with the Secretary of State of New York.

#18. The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading as though fully incorporated thereof and is found under the heading PETITION FOR AGREEMENT AND HARMONY IN THE NATURE OF A NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY IN FACT and that;

#19. The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading and is found under the heading UCC-1 FINANCING STATEMENT #201012038385979, 201211138397547, and 201303198131264 which is conclusive evidence that the Injured Third Party Intervenor/Libellant is the superior lien holder of the US VESSEL and TRADE NAME registered as SYLVIA WILLIAMS IN FACT.

STATEMENTS AND INQUIRES

1. Libellee(s) admits Libellant is not one and the same as any Artificial Legal Fiction entity 14th Amendment person, individual commercial strawman, co-party organization and trust created by the State or Federal government.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

2. Libellee(s) admits Libellant is an injured party in this matter and not one in the same as any defendant in any action in any State or Federal case.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

3. Libellee(s) admits Libellant is not a beneficiary surety liable party and business partner for any legal fiction entity or number created by any corporation or the federal government, and has never knowingly, willingly, and for certain and fair consideration, ever entered into any contract that would controvert Libellant's claim on non-surety status.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

4. Libellee(s) admits Libellant has a non-privy relationship with all legal fiction entities.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

5. Libellee(s) admits Sylvia; williams has not failed to state a claim upon which relief can be granted as evidenced on the commercial registry at the Florida Secretary of State in the form of UCC 1 and its amendments.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

6. Libellee(s) admits Libellant is an agent for SYLVIA WILLIAMS, not a trustee or liable party.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

7. Libellee(s) admits they have never disclosed that fines and penalties are based on his voluntary act to contract and agree that all such contracts are void due to their hidden nature and lack of disclosure.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

8. Libellee(s) admits its Officers and Co-parties are committing SCIENTER ACTS (omitting knowledge) in Bad Faith, Fraud Conspiracy, Undue Enrichment, Aiding and Abetting, Willful and Wanton, Irreparable Harm, with Malice and Forethought, Conversion, Commercial War, Commercial Credit Slander and continuous torts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

9. Libellee(s) admits any immunities, whether Absolute or Limited are not protective in their acts of Bad Faith against AMEUR BENAUDIG and that Am Jur 2nd, Volume 17 (A) Clause #298 applies.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

10. Libellee(s) admits any Collateral Attack on this AGREEMENT/CONTRACT is in Bad Faith and attempts to violate U.S. Constitution Article I, Section 10, "THE IMPAIRMENT OF CONTRACTS" and the D.C. Codes.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

11. Libellee(s) admits has never disclosed the nature and cause and conditions of the contracts in commerce that were executed on the Libellant.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

12. Libellee(s) admits injuring Libellant by willfulness, by error, by intent to mislead, by omission, by confusion, by hidden contracts, by solicitation, by creating revenue, by conversion, and by fraud.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

13. Libellee(s) admits the Libellant notices and its co-partners and the Public that by mistake Libellant has moved in good faith to comprehend and remedy a mistake caused by his misplaced trust and inability to comprehend the motives of those attempting to contract with SYLVIA WILLIAMS or Sylvia; williams.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

14. Libellee(s) admits all contracts and agreements and presentments by any and all Government Agent(s), Employees of Government, and Court Officers are expressly induced by Fraud, Coercion, and Extortion upon the Libellant and non-disclosure contracts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

15. Libellee(s) admits Libellee,, Officers have created unsupported commercial documents that were relied upon by third parties to deprive Libellant of property.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

21. Libellee(s) admits that, is a fiction and Libellant is a visitor in a court of fiction. Libellant is an actual being of the Creator and is of likeness of character, her law and truth proceeds from the Holy Scriptures which are truth and not inferior to the world of corrupted fiction which has no righteousness in it and is manipulated by those claiming immunity for their acts of confusion, fraud, Scierter Acts and continuous torts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

22. Libellee(s) admits that if the Libellee(s), its co-parties and officers discover any errors or omissions, legal or otherwise, in or related to this instrument, said agents, officers and co-parties are required to notice the Libellant at the address of the Notary Acceptor only with a point by point description of any such errors and omissions within ten (10) days of receiving this Notice by Certified Mail or forever admit the lawful execution of this Notice as a matter of the public record.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

23. Libellee(s) admits that if a request for additional time to respond is needed, such request must be received by the Libellant at the address of the Notary Acceptor only within the ten (10) days allotted or be forever barred from contest under the doctrine or maxim of Collateral Estoppel. 5 USC §706

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

24. Libellee(s) admits it is mandatory to place themselves under unlimited liability commercial oath to secure integrity in their responses.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

25. Libellee(s) admits the harm created by their Criminal Acts and Acknowledge that the Sum Certain in the True Bill is correct as presented and is to be paid to the Libellant.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

26. Libellee(s) admits and agrees that the Accounting and True Bill is true, correct complete and certain following the perfection of this Commercial Instrument.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

27. Libellee(s) admits that if and when they answer this Statement and Inquires, your answer will only be valid with your SSN # attached since Libellant is providing the SYLVIA WILLIAMS SSN # _____

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

ACCOUNTING AND TRUE BILL

Libellant is entitled to return of all funds paid by SYLVIA WILLIAMS for the years 2005 – 2013, (9 years), where an Libellant paid monthly payments, plus all late fees and interest fraudulently charged, and \$75.00 per hour (20 hours per year) for all time spent on all letters to personnel and "Acceptance for Value" paperwork through June 10, 2013.

COMPUTED AS FOLLOWS

\$ 566, 250.00	Funds fraudulently levied
\$ 13, 500.00	\$75.00/hour for time spent on documents presented by Libellees plus postage

\$ 579, 750.00

Sum Certain of Actual Cost Funds

CONVERSION FOR UNAUTHORIZED ACTS AGAINST SECURED PROPERTY

COMPUTED AS FOLLOWS

\$ 579, 750.00
x 3

Sum Certain of Actual Cost Funds
Rights Violations Compensation Multiplier

\$ 1, 739, 250.00

Compensatory Damages

\$ 1, 739, 250.00
x 3

Sum Certain of Actual Cost Funds
Punitive Compensation Multiplier

\$ 5, 217, 750.00

Punitive Damages

\$ 1, 739, 250.00

Compensatory Damages

\$ 5, 217, 750.00

Punitive Damages

\$ 6, 957, 000.00

Total Damages for Conversion

SUM CERTAIN FOR CONVERSION

\$6,957,000.00 as of June 10, 2013

SIX MILLION NINE HUNDRED FIFTY SEVEN THOUSAND DOLLARS AND NO CENTS

CONCLUSION

1. That the Injured Third Party Intervenor/Libellant is demonstrating to this court that she holds in due course the conclusive evidence perfected in Administrative Law that without a doubt or reservation he is the holder in due course of the CLAIM/AGREEMENT/CONTRACT and holds the BOND pursuant to the Uniform Commercial Code IN FACT and that;


2. The Third Party Defendants/Libellees are failing to state a claim by which relief can be granted pursuant to FRCP 12 (b) (6) IN FACT and that;

3. Failure of this court to enter and execute JUDGMENT BY ESTOPPEL in favor of Injured Third Party Intervenor/Libellant is denial of due process and equal access to justice and creates another injury in the public and enlarges the SUM CERTAIN 4 times compensatory and 200 times punitive IN FACT.

RELIEF SOUGHT

1. That the AGREEMENT/CONTRACT be enforced as the third party/defendants/libellees are in trespass and violation of the AGREEMENT/CONTRACT and are failing to state a claim upon which relief can be granted.
2. That the court expunge the files of all actions in court or other actions of at the Seminole County Recorder and/or the New York Secretary of State of SYLVIA WILLIAMS, US VESSEL.
3. That the court order a Data Integrity Board and Comptroller of the Currency Investigation pursuant to 5 U.S.C. 552(a)(d) for this instant action.
4. That the Court Clerk/Warrant Officer enforce any Certificates of Exigency for any and all hostile presentments appearing in this court, written or oral, after the default found in the Administrative Law Process, is a Criminal Act, and a Certificate of Exigency will be filed with the warrant officer/court clerk, which mandates a warrant of arrest for all parties now found in criminal acts according to the provisions "within the admiralty."
5. Any other relief deemed appropriate by this Court.

And further Affiant Sayeth Naught

By  , affiant
Sylvia, Williams

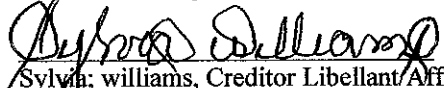
COMMERCIAL OATH AND VERIFICATION

Kings County)

The State of New York)

Commercial Oath and Verification

Libellant, Sylvia; williams, under her Commercial Oath with unlimited liability proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete and certain. I speak the truth, the whole truth and nothing but the truth so help me God.



Sylvia; williams, Creditor Libellant/Affiant

The State of New York)

Kings County)

ss

Subscribed before me, AHMED A OPETUBO a Notary Public, this 14th day of August, 2013


Notary

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: **United States of America**
This public document
2. has been signed by **Nancy T. Sunshine**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the county of **Kings**

Certified

5. At New York, New York
6. the 15th day of February 2013
7. by Special Deputy Secretary of State, State of New York
8. No. NYC-187231B
9. Seal/Stamp
10. Signature



Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT FELDMAN, GALINA 01FE6051186
Term 11/20/2010 to 11/20/2014

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on February 5, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

Sylvia Williams
70 Herkimer St., Apt. 2
Brooklyn, NY 11216

**Affidavit of Obligation
Commercial Lien
(This is a verified plain statement of fact)**

Maxims:

*A Security (15 USC)
A USSEC Tracer Flag*

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as valid statement of reality is sovereign in commerce.

An un-rebutted affidavit stands as truth in commerce

An un-rebutted affidavit is acted upon as the judgment in commerce.

Guaranteed – All men shall remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves and endow it with credibility by expressing it in their affidavit. (Ignorance of the law might be an excuse, but it is not valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.)

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses; hence, governments cannot exercise the power to exchange commercial processes.

The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard, because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, means no privilege to operate statutes as the corporate vehicle.

The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not responsible substitute for a bond.

Municipal corporations which include cities, counties, states and national governments have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter Affidavit or any commercial process based upon Affidavit.

Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation, hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.

A foreclosure by a summary judgment (non-jury) without commercial bond is a violation of commercial law.

Governments cannot make unbounded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without spending commerce by a general declaration of martial law.

It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.

An official (officer of the court, policeman, etc) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach

✓

(breach of Impoundment and rescue is a felony).

It is against the law or a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Claimant or a Jury can dissolve a commercial Lien.

Notice to agent is notice to principal; notice to principal is notice to agent.

PUBLIC HAZARD BONDING OF CORPORATE AGENTS All officials are required by federal, state, municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage and the specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim-a-facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

Parties: (AFFIANT)

- Sylvia Williams - 70 Herkimer Street, Apt. 2, Brooklyn, NY 11216
- Michelle Trezevant - 93 Wyona Street, Brooklyn, NY 11207

(OFFENDERS)

- John C. Clarke - Herkimer Realities (business partner of Offender Marlon Thomas)
68 Herkimer St., Brooklyn, New York 11216
- Pelican Remodeling & Maintenance Inc. (owned by Offender John C. Clarke)
2158 Dean Street, Brooklyn, NY 11233
- J & J Real Estate - 68 Herkimer Street, Brooklyn, NY 11216
- Marlon Thomas - Paredium Investment Group AKA Epiphany Home Savers
(real estate consultant for Paredium Investment Group, New Century Mortgage Representative/Agent)
12 Oakdale Drive, Westbury, Long Island 11590
- Gillian Shepherd - 177-33 Ursina Road, Jamaica, NY 11434
- Maurice Dicks - New Century Mortgage Corporation (representative/agent)
P.O. Box 514700, Los Angeles, CA 90051-4700
- Patrick Mullins - Decatur Properties LLC (agent to Offender Shepherd)
565 Decatur Street, Brooklyn, NY 11233
- Moberg & Associates (Attorney for New Century Mortgage)
333 Earle Overton Blvd #103, Uniondale, NY 11553-3645
- Mullholand & Knapp, LLP (Attorney for Offender Savage)
641 Lexington Avenue, 27th Floor, New York, NY 10022-4503
- Albert H. Barkley, Esq. (Attorney for Offender Shepherd)
Cooper Station P.O. Box 1012, New York, NY 10276-1012
- Lynnea Savage - 232 Elizabeth Street, New York, NY 10022
- Wilson's Law Firm - Ernest E. Wilson Esq., - 385 Remsen Avenue, Brooklyn, NY 11212
- McPherson Taylor LLP. - Emani Taylor - 244 5th Avenue, Suite C227, New York, NY 10001

- Emani Taylor – 246 Decatur Avenue, Brooklyn, NY 11212

Allegations:

- Allegations arise from the conduct of the Offenders arising from the Conspiracy and Piracy of the property 70 Herkimer St., Brooklyn NY 11216 (hereinafter said *Premises*).
- On or about November 29th, 2003 Affiant Michelle Trezevant (owner of said *Premises*) made Affiant Sylvia Williams Power of Attorney for said *Premises* to handle the affairs of the property which at the time was in need of major repair.
- Offender John C. Clarke of 68 Herkimer St. (Herkimer Realities) who works with Offender Marlon Thomas assured Affiant Williams that Offenders John C. Clarke and Marlon Thomas would obtain a loan for said *Premises*, which is in need of major repairs.
- All Offenders with willfulness, contumaciousness, or bad faith conspired and used malicious, clandestine one stop shop methods, breach of constructive trust, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Affiants of said *Premises*.
- All Offenders defrauded Affiants by committing racketeering, fraud, and unlawful conversion of said *Premises*.
- There were no payments given or made out to either Affiant by any of the Offenders.

Proof of Allegations:

1. On or about December 5th, 2003, Affiant Michelle Trezevant (owner of said *Premises*, *see exhibit 1*) applied for several loans to repair said *Premises* only to be turned down for insufficient credit. Affiant Trezevant is in the United States Military. On or about January 24, 2004 Trezevant, after receiving orders for deployment to Iraq, gave Affiant Williams full Power of Attorney (*see exhibit 2*) for said *Premises* to handle the affairs of the property while on deployment, which at that time was in need of major repairs. If no timely rebuttal it is affirmed.
2. On or about January 20th, 2005, Offender Clarke of 68 Herkimer St. (Herkimer Realities) referred Affiant Williams to Offender Thomas who stated that he could get a loan to repair said *Premises*. Two weeks later, Offender Thomas told Affiant Williams that he could not get the refinance to repair the building or any kind of loan because of his (Offender Thomas) insufficient credit. Offender Thomas of Paredium Investment Group AKA Epiphany Home Savers then conspired with Offenders Patrick Mullins of Decatur Properties LLC, Maurice Dicks of New Century Mortgage, and Gillian Shepherd to assist Affiant Williams in what is termed a foreclosure bailout or foreclosure avoidance scheme. Offenders Thomas and Clarke stated to Affiant Williams that Offenders Mullins, Dicks and Shepherd are the agents used by the Offenders (Clarke and Thomas) because they guarantee mortgage loans and the Offenders use these agents frequently. Offender Thomas, by way of Offender Mullins, offered Offender Shepherd to be a "Straw Man" and advised Affiant Williams that she would lose her home if Offender Shepherd was not used. (Upon information and belief, a "Straw Man" is a person who would hold a title to another's property in name for a period of time – for a fee – and then re-transfer the property to the true owner for a pre-arranged price). Although, Affiant Williams has full Power of Attorney of the said *Premises*, Offender Thomas told Affiant Williams, the only way she can get help was for her to sign said *Premises* over to Offender Shepherd who can get the loan and return the building to Affiant Williams in 1 year. If no timely rebuttal it is affirmed.
3. Affiant Williams desperately needed to repair the building. Offender Clarke assured Affiant Williams that it was ok to sign the said *Premises* over to Offender Shepherd and that when the mortgage loan is approved, his

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company Pelican Construction Company will be the one to do the repairs in the building. Offender Clarke then stated that he works with both Offenders Thomas and Shepherd and reassured Affiant Williams that after the deduction of several fees and one (1) years mortgage set in escrow, the balance of the mortgage would be given to Affiant Williams to repair said *Premises*. Offender Thomas assisted and drafted all documents to facilitate the transaction between Affiant Williams and Offender Shepherd. According to the terms of the agreement, Affiant Williams was to transfer title in name only to Offender Shepherd, who would obtain mortgage in the amount necessary for said mortgage. Offender Shepherd would receive a fee, Affiant Williams would make all the mortgage payments, and within 1 year Affiants Williams and Trezevant's credit rating would have improved and would obtain financing to satisfy Offender Shepherd's mortgage and pay all closing fees. On 2/2/2005 a mortgage loan was drafted, executed and completed (*see exhibit 3*), approved by Offender New Century Mortgage Corporation and signed by Offender Shepherd. (See transfer of said *Premises* is dated 2/10/2005) (*see exhibit 4*). The role of Offender Shepherd was to be that of owner in name only and would have no claim to said *Premises* as long as Affiant Williams obtained a mortgage sufficient to satisfy the mortgage amount taken out on Affiants Williams behalf. During this transaction Offender Thomas re-assured Affiant Williams that the building would be returned to Affiant Williams within 1 year and the building would be repaired during that time by Pelican Construction Company which Offender Clarke owns. Offender Thomas re-stated that it would look good if the mortgage would be paid monthly, on time and the first year mortgage would be put in escrow. If no timely rebuttal it is affirmed.

4. On 2/2/2005 at the closing for said *Premises*, Affiant Williams signed said *Premises* over to Offenders Shepherd in the presence of Offenders Thomas and Maurice Dicks. Offenders then walked into another room for a private discussion excluding Affiant Williams. Offender Dicks and Thomas assured Affiant Williams that all repairs for said *Premises* would be covered from the refinances from Offender New Century Mortgage. On the same day Affiant Williams spoke with Offender Dicks of New Century Mortgage and confirmed refinancing was approved for Offender Shepherd. Offenders after the closing while in the hallway were arguing over the payment of how to distribute the payment amongst the Offenders. Offender Thomas told Affiant Williams that Offender Thomas would arrive with Affiants payment on February 4, 2005. On that day Offender Thomas never arrived with the payment. Affiant called Offender Marlon several times and there was no response. Affiant Williams then informed Offender Dicks that Offender Thomas did not bring the checks as agreed. If no timely rebuttal it is affirmed.
5. On or about 02/06/2005, Offender Thomas came to Affiant Williams apartment at said *Premises* and gave Affiant Williams three (3) checks for Ten Thousand Dollars (\$10,000.00USD) each. When Affiant Williams called the bank (Bank of America) to see if the funds were available the bank told Affiant Williams that she would have to have an account with Bank of America with equivalent funds in that amount to get the checks cashed. Affiant Williams was also told by Bank of America that there was no money in the account of the Offender and if Affiant Williams came in to cash the Offenders checks, Affiant would/could be arrested. Affiant Williams then contacted Offender Thomas to discuss this matter. Offender Thomas then reissued five (5) more checks all from Bank of America; (*see exhibit 5*)
 - Check #94- Christina Williams (daughter of Affiant Williams) - \$8,000.00 (eight thousand dollars);
 - Check #95- Sylvia Williams - \$8,000.00 (eight thousand dollars);
 - Check #98- Orlain Clarke – (sister of Offender Clarke) - \$2,000.00 (two thousand dollars);
 - Check #99- Pelican Remodeling & Maintenance Corp - \$6,275.00 - Six Thousand Two Hundred and Seventy Five Dollars;
 - Check #100- Sylvia Williams - \$8,000.00 (eight thousand dollars).

The check for \$6,275.00 was in the name of Offender Clarke's Company, Pelican Construction Company. Affiant Williams tried to deposit one check for \$8,000.00 on March 11, 2005 and it was returned by the bank. Affiant Williams was again told by the bank no funds were available. Offender Dicks, Shepherd, along with Thomas, and Patrick Mullins could not be reached. Only Offender Clarke was reached and he stated to Affiant Williams that doesn't want any more involvement with the transaction any further. Affiant Williams later learned that Offenders Mullins and Shepherd received \$10,000.00 (ten thousand dollars) and Offender Thomas received \$24,000.00 (twenty four thousand dollars) for their role in the predatory lending scheme. If no timely rebuttal it is affirmed.

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6. The proceeds from the transfer of said *Premises* to Shepherd was used to pay off property related costs including paying the mortgage by Affiants on behalf of Shepherd during the one (1) year period. When Affiant Williams demanded return of title, Offender Shepherd refused. Affiant Williams had kept her part of the bargain by making all mortgage, water and tax payments on said *Premises*. If no timely rebuttal it is affirmed.
7. The third party of this scheme, not the home owners, are the ones to receive most if not all of the proceeds of the new mortgage and, in time, the homeowners find themselves evicted from their homes, while the third party sells the property for even a greater Profit. In this way, the "foreclosure rescue specialist" is able to strip the homeowner's of their deed and the equity in their home in exchange for little or no consideration as in this case of your Affiants. On or about 4/25/2006, to further strip said *Premise* of equity, Offender Shepherd sold said *Premises* to Offender Lynnae Savage without knowledge or the consent of Affiants Williams or Trezevant (*see exhibit 6*). Offender Savage's deed was not recorded until 7/20/2006. Offender Savage complained to Affiant Williams that Offender Savage was also duped and all of her life savings was gone by the same methods of Offenders Clarke, Thomas, Mullins, Shepherd, Dicks, Ernest Wilson Esq., and Emani Taylor. All Offenders willfulness, contumaciousness, or bad faith, conspired and used malicious, clandestine one stop shop methods, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Affiants Williams and Trezevant of said *Premises*. If no timely rebuttal it is affirmed.
8. During the transfer/mortgage proceeding Offenders Clarke and Thomas referred Affiant Sylvia Williams to Offenders Attorney Ernest Wilson Esq., and Emani Taylor of McPherson Taylor LLP. Affiant Williams retained Offender Attorney Wilson and paid a retainer fee of a total of \$10,000.00 (ten thousand dollars) (*see exhibit 7*) to file a complaint in Supreme Court County of Kings. On June 30, 2006 Offender Attorney Wilson filed a Summons and Verified Complaint and a Notice of Pendency all under Index #19703/06 (*see exhibit 8*) for Affiant Trezevant (Plaintiff) against Offenders Shepherd, Thomas as Defendants. Once Offender Mullholland and Knapp, LLC., attorney for Offender Savage and Offenders Shepherd and Thomas received service of Notice of Summons and Verified Complaint, on July 28, 2006, Affiant Williams was served a Notice to Quit and vacate the premises on or before 8/14/2006 (*see exhibit 9*). After Affiants allowed Offender Shepherd to assist them with the mortgage, your Affiants were shocked to learn that Offender Shepherd not only tried to evict your Affiant Williams, Offender Shepherd also sold the property to a third party even though Affiant Trezevant had already filed a law suit and filed a Lis Pendens on said *Premises*. Offender Attorney Wilson was no longer reachable after filing the Summons and Verified Complaint and Notice of Pendency. On April 10, 2007, one (1) year later, Affiant Williams sent Offender Attorney Wilson a letter stating a full refund of her retainer fee and return of all documents (*see exhibit 10*). Offender Wilson never responded to present day. If no timely rebuttal it is affirmed.
9. After the attempted eviction conspired by Offenders, Affiant Williams then reached out to Offender Emani Taylor who was at that time an Attorney. On July 3, 2007 Affiant Williams paid Offender Williams a retainer of \$1,000.00 (one thousand dollars) to pursue the matter pertaining to the case in Supreme Court Kings County Index #19703/06 (*see exhibit 11*). After learning that Offender Emani Taylor's connection in the scheme, Affiant Williams demanded a refund from Offender Taylor. Offender Taylor never returned the retainer to Affiant Williams and could no longer be reached. In 2008 Offender Taylor was disbarred for being involved in another mortgage scam and using her title as a court appointed administrator to an estate that she depleted the funds of. If no timely rebuttal it is affirmed.
10. This incident represents the classic foreclosure rescue scheme that along with predatory lending has defrauded homeowners of their life savings and the equity in their homes. In fact, foreclosure rescue schemes are a form of predatory lending and real estate fraud designed to strip vulnerable homeowners of their deed and the equity in their homes. Typically, in these schemes, the foreclosure rescue specialist locates homeowners on pre foreclosure or foreclosure and uses offers of refinancing to trick them into signing over their deed to a third party. The third party then re-mortgages the property at a much higher amount and demands increased mortgage payments from the homeowners. If no timely rebuttal it is affirmed.

Damages:

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- All legal, equitable, and statutory damages too which the Affiants are entitled, including but not limited to;
- An award of damages to the Affiants for the Offender's interference with their contractual obligations and relationship with said *Premises*;
- An award of punitive damages for reckless and willful disregard of homeowner's rights;
- An award from the Offenders claims using slander, malicious prosecution, defamation and fraud against the Affiants;
- An award of \$520,000.00 (five hundred and twenty thousand dollars) and that the Offenders is barred from all rights, title and claim to said *Premises*, that said *Premises* be transferred to your Affiants by Deed a reasonable attorney's fee, that your Affiants may have such other and further relief in said *Premises* as may be just and equitable.

NOTICE is hereby given that Lien Debtor has thirty (30) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above obligations. Failures to rebut, deny, or otherwise prove any allegation will be constructed to be failure to rebut, deny, or otherwise prove all allegations.

Ledgering:

Ledgering in the instant matter is comprised solely of the value of the life-long labor of your Affiants Valued at the commercial rates of Five Million Dollars (\$5,000,000.00) in functional currency of The United States. For the violations of the United States Constitution and the Bill of Rights against Affiant Sylvia Williams by Offenders John C. Clarke, Marlon Thomas, Gillian Shepherd, New Century Mortgage, Maurice Dicks, Paredium Investment Group AKA Epiphany Home Saving, Patrick Mullins, Moberg and Associates, Wilson's Law Firm (Ernest E. Wilson, Esq.), McPherson Taylor LLP (Emani Taylor), NIDANI LLC AKA Decatur Properties and all Agents, John and Jane Doe's 1-12 described in the "allegations" above is under 18 USC241, **Conspiracy Against the Rights of Citizens**.

"If two or more persons conspire to injure, threaten, or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by Constitution or Laws of The United States, or because of his having so exercised the same; - they shall be fined not more than \$10,000 or imprisoned not more than 10 years, or both: and if death results they shall be subject to imprisonment for any term of years or for life".

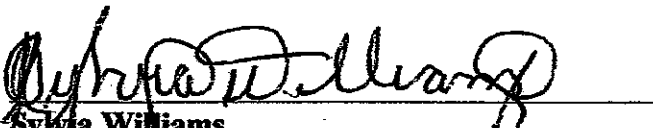
Fixtures affixed to all real property titled in the name of the Respondents or under the jurisdiction of the Respondents; all motor vehicles registered with any state Department of Licensing/Motor Vehicles in the name of the Respondents; all accounts receivable; all bank accounts, pass books; saving certificated; inventories; stock certificates; promissory notes or any other evidence of indebtedness owned by or in the possession or control of Respondents; patent(s), copyrights(s) and all other contract interest; all mineral and water rights; all tangible and intangible property; all domestic furnishings; office equipment; road working equipment; educational equipment and all other property that may come under the control of the Respondent(s).

Surety: Surety for the value of this Affidavit of Obligation/ Commercial Lien is;
70 Herkimer Street, Brooklyn, NY 11216
Block: 1865 Lot: 41

The surety/property utilized to guarantee the payment of this commercial lien is the operational/commercial bonds of the Lien Debtors. If the bond(s) of the Lien Debtors is/are insufficient for coverage the payment(s) the assets of the Lien Debtors will be utilized as follows: all the real and moveable property and bank and savings accounts and of the Lien Debtor except wedding rings, keepsakes, family photographs, diaries, journals, etc., and the property normally exempted in the lien process (includes survival provisions).

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I, Affiant Sylvia Williams, certify on my own full commercial liability that I have read the above affidavit and do know the contents to be true, correct and complete, and not misleading, the truth, the whole truth, and nothing but the truth, and do believe that the above described acts have been committed contrary to law.



Sylvia Williams
70 Herkimer St. Apt. 2
Brooklyn, NY 11216

NOTARY

On this date, DEC. 28, 2012, a woman who identified herself as Sylvia Williams appeared before me, a Notary, and attested to the truth of this affidavit with her signature.


NOTARY PUBLIC

REGINALD BERRY
Notary Public, State of New York
No. 62-1573920
Qualified in Kings County
Commission Expires September 1, 2013

CERTIFIED MAIL RECEIPT
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ALBANY NY 12231

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Total Postage & Fees	\$ \$6.60	

01/03/2013

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NYS Dept of State, Div of Corp. UCC
Street, Apt. No.,
or PO Box No. 69 Washington Ave., 6th FL
City, State, ZIP+4
Albany NY 12231

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BROOKLYN NY 11212

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Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	

01/03/2013

Sent To
Ernest E. Wilson Esq.
Street, Apt. No.,
or PO Box No. 385 Remsen Avenue
City, State, ZIP+4
Brooklyn NY 11212

U.S. Postal Service
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BROOKLYN NY 11212

Postage	\$ \$0.65	0340 07 Postmark Here
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Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	

01/03/2013

Sent To
Emari Taylor
Street, Apt. No.,
or PO Box No. 246 Decatur Ave
City, State, ZIP+4
Brooklyn, NY 11212

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

JAMAICA NY 11434

Postage	\$ \$0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	

01/03/2013

Sent To
Gillian Shepherd
Street, Apt. No.,
or PO Box No. 177-33 Ursula Road
City, State, ZIP+4
Jamaica, NY 11434

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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For delivery information visit our website at www.usps.com

NEW YORK NY 10022

Postage	\$ \$0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	

01/03/2013

Sent To
Mullholland & Knapp, LLP
Street, Apt. No.,
or PO Box No. 641 Lexington Ave. FL-27
City, State, ZIP+4
New York, NY 10022-4501

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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NEW YORK NY 10001

Postage	\$ \$0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	

01/03/2013

Sent To
Emari Taylor
Street, Apt. No.,
or PO Box No. 244 5th Ave, ste C 237
City, State, ZIP+4
New York, NY 10001

7011 2970 0000 6326 7470

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
BROOKLYN NY 11233

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

Sent to: Patrick Mullins / Decatur Properties
Street, Apt. No., or PO Box No.: 515 Decatur St
City, State, ZIP+4: Brooklyn, NY 11233

7011 2970 0000 6326 7470

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
UNIONDALE NY 11553

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

Sent to: Moberg & Associates
Street, Apt. No., or PO Box No.: 333 Earle Overton Blvd #103
City, State, ZIP+4: Uniondale, NY 11553-3645

7011 2970 0000 6326 7470

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
BROOKLYN NY 11216

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

Sent to: Heekimer Realty / John Clack
Street, Apt. No., or PO Box No.: 108 Heekimer St 1st FL
City, State, ZIP+4: Brooklyn, NY 11216

11

7011 2970 0000 6326 7455

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
WESTBURY NY 11590

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

Sent to: Marlon Thomas
Street, Apt. No., or PO Box No.: 12 Oakdale Drive
City, State, ZIP+4: Westbury, LI 11590

7011 2970 0000 6326 4455

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
NEW YORK NY 10022

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

Sent to: Lynnea Savage
Street, Apt. No., or PO Box No.: 232 Elizabeth Street
City, State, ZIP+4: New York, NY 10022

7011 2970 0000 6326 7432

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE
BROOKLYN NY 11233

Postage	\$ \$0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$5.95	01/03/2013

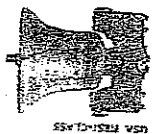
Sent to: Pelin Remodeling & Maint - La
Street, Apt. No., or PO Box No.: 2158 Dean Street
City, State, ZIP+4: Brooklyn, NY 11233

Sylvia Williams
70 Herkimer Street
Apt. 2
Brooklyn, NY 11216

Sylvia Williams
70 Herkimer Street
Apt. 2
Brooklyn, NY 11216

Albert H. Barkley, Esq.
Cooper Station P.O. Box 1012
New York, NY 10276-1012

Maurice Dicks
New Century Mortgage Corp.
P.O. Box 514700
Los Angeles, CA 90051-4700



AFFIDAVIT OF SERVICE

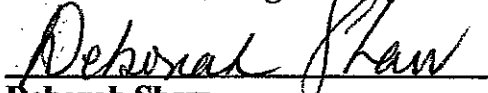
STATE OF NEW YORK)
) ss
COUNTY OF KINGS)

Deborah Shaw, being duly sworn, deposes and says that on 3 day of Mar, 2013
despondent served, by **CERTIFIED** and **REGISTERED** mail, the attached **AFFIDAVIT OF
OBLIGATION FOR COMMERCIAL LIEN** on behalf of Sylvia Williams upon:

HERKIMER REALTIES (JOHN CLARKE) - 68 Herkimer Street, Brooklyn, NY 11216
ERNEST E WILSON ESQ, WILSON'S LAW FIRM - 385 Remsen Ave, Brooklyn, NY 11212
PAREDIUM INVESTMENT GROUP/EPIPHANY HOME SAVERS (MARLON THOMAS), 12
Oakdale Drive, Westbury, LI 11590
EMANI TAYLOR - 246 Decatur Ave, Brooklyn, NY 11212,
MCHPERSON TAYLOR LLP - 244 5TH Ave. Ste. C227, New York, NY 10001,
PELICAN REMODELING & MAINTENANCE INC - 2158 Dean Street, Brooklyn, NY 11233,
LYNNAE SAVAGE - 232 Elizabeth Street, Apt 5A, New York, NY 10022
GILLIAN SHEPHERD - 177-33 Ursina Road, Jamaica, NY 11434
DECATUER PROPERTIES (PATRICK MULLINS) - 565 Decatur St. Brooklyn, NY 11233,
MULLHOLLAND & KNAPP, LLP- 641 Lexington Ave. FL-27, New York, NY 10022,
MOBERG & ASSOCIATES - 333 Earle Overton Blvd. #103, Uniondale NY 11553, MARLON
THOMAS - 12 Oakdale Drive, Westbury, LI 11590
J & J REAL ESTATE, 68 Herkimer Street, Brooklyn, NY 11216, and by regular mail due to
postal delivery:

ALBERT H. BARKLEY ESQ - Cooper Station, PO Box 1012, New York, NY 10276
NEW CENTURY MORTGAGE CORP. (MAURICE DICKS) - PO Box 514700, Los Angeles,
CA 90051,

By placing a true complete copy of said document in a property addressed envelope with
sufficient postage applied and then placing said envelope in the custody of the US Postal
Service within Kings County.


Deborah Shaw

Sworn to me this 24th day of March, 2013

Witness my hand and official seal:


NOTARY PUBLIC

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2013

New York State

))

ss.

County of Kings

)

On this 11 day of the February month in the year of our Lord, Two Thousand Thirteen, personally appeared before me, Sylvia Williams a woman, holder in due course, known to me to be the "Undersigned" described herein, who executed the foregoing document/instrument, "AFFIDAVIT OF OBLIGATION" (including exhibits 1-12) by Declaration and acknowledgment that she executed the same as her free act and deed on behalf of herself.

Galina Feldman

Seal:

Sylvia Williams

Sylvia Williams

Notary Public Signature

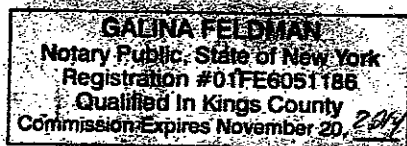


EXHIBIT -1

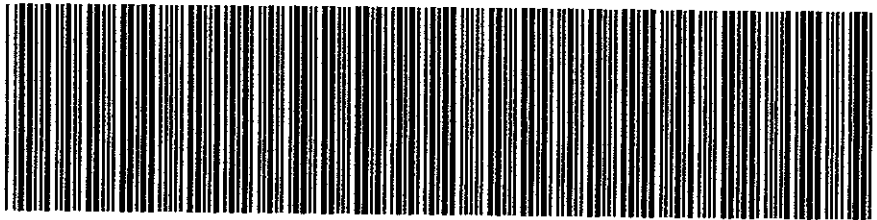
Deed of Transfer

S. Williams to M. Trezevant

15

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2003091700883001003E0CD3
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2003091700883001
Document Date: 02-18-2003
Preparation Date: 09-03-2004
Document Type: DEED, OTHER
Document Page Count: 3
PRESENTER:

TEAM EXAMINERS
193 JORALEMON STREET
BROOKLYN, NY 11201
718-596-4844
CGN-21318-K (CITY & GUILDS TITLE CO)

RETURN TO:

MICHELLE TREZEVANT
70 HERKIMER STREET
BROOKLYN, NY 11216

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1865	41	Entire Lot	70 HERKIMER STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR:

SYLVIA RUSSELL-WILLIAMS
70 HERKIMER STREET
BROOKLYN, NY 11216

GRANTEE:

MICHELLE TREZEVANT
93 WYONA STREET
BROOKLYN, NY 11207

FEES AND TAXES

Mortgage			Recording Fee: \$	52.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	25.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	1,600.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 09-10-2004 15:47

City Register File No.(CRFN):

2004000565897


Rochelle Patricia
City Register Official Signature

THIS INDENTURE, made the

18

day of

FEBRUARY

2003

BETWEEN SYLVIA RUSSELL WILLIAMS RESIDING AT

70 HERKIMER ST B'KLYN NY 11216

party of the first part, and

MICHAEL TRIZLEVAT

RESIDING AT 93 WYONA ST B'KLYN NY 11207

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN

dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SECTION 6 BLOCK 1865 LOT 41

SAID PREMISES BEING KNOWN AS AND BY

70 HERKIMER ST B'KLYN NY 11216

LEGAL DESCRIPTION ANNEXED HERETO

GRANTOR IS SAME AS GRANTEE IN DEED DATED

5/3/90 RECORDED 5/4/90

REEL 2550 PAGE 56.

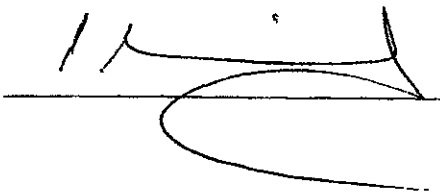
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

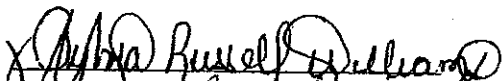
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:




Sylvia Russell Williams
SYLVIA Russell Williams

17

On the 18 day of FEBRUARY in the year 2003
before me, the undersigned, personally appeared
SYLVIA RUSSELL WILLIAMS
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s) or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

CAROL SOVERALL
Notary Public, State of New York
No. 01SO5083093
Qualified in Kings County
Commission Expires 8/4/07

On the 18 day of February in the year 2003
before me, the undersigned, personally appeared
SYLVIA RUSSELL WILLIAMS
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) is
(are) subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their signature(s) on the
instrument, the individual(s) or the person upon behalf of which
the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

CARMEN VICIEDO
Notary Public, State of New York
No. 01VI6097107
Qualified in Queens County
Commission Expires August 18, 2007

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally
appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies),
and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s)
acted, executed the instrument, and that such individual made such appearance before the undersigned in the

in

(insert the City or other political subdivision)

(and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. **CGN 21318K**
SYLVIA RUSSELL WILLIAMS
TO MICHAEL TREZEVANT

SECTION 6
BLOCK 1865
LOT 41
COUNTY OR TOWN **KINGS**
STREET ADDRESS **70 HERKIMER ST**

Recorded at Request of
COMMONWEALTH LAND TITLE INSURANCE COMPANY

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



Commonwealth

A LANDAMERICA COMPANY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

MICHAEL TREZEVANT
70 HERKIMER ST
BKLYN NY 11216

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Title No. CGN-21318K

SCHEDULE A-1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated and being in the Borough of Brooklyn and County of Kings, City and State of New York, bounded and described as follows;

BEGINNING at a point on the southerly side of Herkimer Street distant 356 feet 10 inches westerly from the corner formed by the intersection of the southerly side of Herkimer Street with the westerly side of Nostrand Avenue;

RUNNING THENCE southerly parallel with Nostrand Avenue and part of the distance through a partition wall, 100 feet;

THENCE westerly parallel with Herkimer Street, 21 feet 4 inches;

THENCE northerly parallel with Nostrand Avenue and part of the distance through the center of a partition wall, 100 feet to the southerly side of Herkimer Street;

THENCE easterly along the southerly side of Herkimer Street, 21 feet 4 inches to the point or place **BEGINNING**.

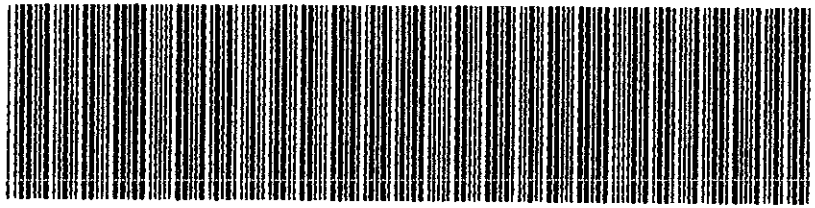
**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and such improvements erected on the premises, which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

2280 Grand Ave., Suite 201A Baldwin, NY 11510 * (516) 377-6048 FAX (516) 377-6105

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2003091700883001003SC252

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2003091700883001

Document Date: 02-18-2003

Preparation Date: 09-03-2004


Document Type: DEED, OTHER

ASSOCIATED TAX FORM ID: 2004071700091

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

**Page Count
1**

FOR CITY ONLY		C2. Date Deed Recorded				REAL PROPERTY REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC <small>(Rev. 1/2007)</small>		
C1. County Code		Month	Day					Year
C3. Book OR C5. CRFN		C4. Page						

PROPERTY INFORMATION

1. Property Location: 70 ABERDEEN ST BKLYN 11216
STREET NUMBER STREET NAME BOROUGH ZIP CODE
2. Buyer Name: MILWANT Middle
LAST NAME / COMPANY FIRST NAME
3. Tax Bidding Address: Indicate where future Tax Bids are to be sent if other than buyer address (at bottom of form)
LAST NAME / COMPANY FIRST NAME
4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 of 1 Parcel OR 1 Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 5. Deed Property Size: 1 FRONT FEET X 1 OR 1 ACRES
 6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐
5. Seller Name: RUSSELL WILLIAM SYLVIA
LAST NAME / COMPANY FIRST NAME
6. Check the box below which most accurately describes the use of the property at the time of sale:

<input type="checkbox"/> A One Family Residential	<input type="checkbox"/> C Residential Vacant Land	<input type="checkbox"/> E Commercial	<input type="checkbox"/> G Entertainment / Amusement	<input type="checkbox"/> I Industrial
<input type="checkbox"/> B 2 or 3 Family Residential	<input type="checkbox"/> D Non-Residential Vacant Land	<input checked="" type="checkbox"/> F Apartment	<input type="checkbox"/> H Community Service	<input type="checkbox"/> J Public Service

SALE INFORMATION

10. Sale Contract Date: 11 19 02
Month Day Year
11. Date of Sale / Transfer: 2 18 03
Month Day Year
12. Full Sale Price: 100,000
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
13. Indicate the value of personal property included in the sale: 0
Value
14. Check one or more of these conditions as applicable to transfer:

<input type="checkbox"/> A Sale Between Relatives or Former Relatives	<input type="checkbox"/> F Sale of Fractional or Less than Full Interest (Specify Below)
<input type="checkbox"/> B Sale Between Related Companies or Partners in Business	<input type="checkbox"/> G Significant Change in Property Between Taxable Status and Sale Date
<input type="checkbox"/> C One of the Buyers is also a Seller	<input type="checkbox"/> H Sale of Business is Included in Sale Price
<input type="checkbox"/> D Buyer or Seller is Government Agency or Lending Institution	<input type="checkbox"/> I Other Unusual Factors Affecting Sale Price (Specify Below)
<input type="checkbox"/> E Deed Type not Warranty or Bargain and Sale (Specify Below)	<input checked="" type="checkbox"/> J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: C3
16. Total Assessed Value (of all parcels in transfer): 11 B 1865 11 L 41
Value
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
3 6 11 B 1865 11 L 41

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER <u>J. Mitchell</u> <u>2/18/03</u> <small>SIGNATURE DATE</small> <u>70</u> <u>ABERDEEN</u> <u>ST</u> <small>STREET NUMBER STREET NAME (AFTER SALE)</small> <u>Brooklyn</u> <u>N.Y.</u> <u>11216</u> <small>CITY OR TOWN STATE ZIP CODE</small>	BUYER'S ATTORNEY <u>Russell</u> <u>Ronald</u> <small>LAST NAME FIRST NAME</small> <u>516</u> <u>377</u> <u>5613</u> <small>AREA CODE TELEPHONE NUMBER</small> <u>Russell</u> <u>2/18/03</u> <small>SIGNATURE DATE</small>
---	---

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
Month Day Year

C3. Book OR C4. Page
C5. CRFN

**REAL PROPERTY TRANSFER REPORT**

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev. 11/2002)

PROPERTY INFORMATION

HERKIMER STREET

1. Property Location	70 STREET NUMBER TREZEVANT	BROOKLYN BOROUGH	11216 ZIP CODE
2. Buyer Name	MICHELLE LAST NAME / COMPANY FIRST NAME LAST NAME / COMPANY FIRST NAME		
3. Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE		
4. Indicate the number of Assessment Roll parcels transferred on the deed	<div> <input type="text" value="1"/> # of Parcels OR <input type="checkbox"/> Part of a Parcel </div> <div> 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC Check the boxes below as they apply: 6. Ownership Type is Condominium <input type="checkbox"/> 7. New Construction on Vacant Land <input type="checkbox"/> </div>		
5. Deed Property Size	FRONT FEET X DEPTH OR ACRES RUSSELL-WILLIAMS		
8. Seller Name	SYLVIA LAST NAME / COMPANY FIRST NAME LAST NAME / COMPANY FIRST NAME		


9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 12 / 20 / 2002
Month Day Year

11. Date of Sale / Transfer 2 / 18 / 2003
Month Day Year

12. Full Sale Price 

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A	Sale Between Relatives or Former Relatives
B	Sale Between Related Companies or Partners in Business
C	One of the Buyers is also a Seller
D	Buyer or Seller is Government Agency or Lending Institution
E	Deed Type not Warranty or Bargain and Sale (Specify Below)
F	Sale of Fractional or Less than Fee Interest (Specify Below)
G	Significant Change in Property Between Taxable Status and Sale Dates
H	Sale of Business is Included in Sale Price
I	Other Unusual Factors Affecting Sale Price (Specify Below)
J	None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C. 3 16. Total Assessed Value (of all parcels in transfer) 2 1 0 6 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN 1865 41

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE _____ DATE _____

STREET NUMBER _____ STREET NAME (AFTER SALE) _____

CITY OR TOWN _____ STATE _____ ZIP CODE _____

LAST NAME		FIRST NAME	
516		377-5613	
AREA CODE		TELEPHONE NUMBER	
SELLER			
SELLER SIGNATURE		DATE	

200407170009120-

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**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
County of Queens) SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and To Adelkman St. BKlyn
Street Address Unit/Apt. Borough
New York, 1865 (Block) H1 (Lot) (the "Premises");
grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at To Adelkman St. New York

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is (i) an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detector devices; and (ii) an approved and operational carbon monoxide detecting device in compliance with the provisions of Section 378 5-a of the Executive Law of the State of New York concerning carbon monoxide detector devices.

That they make this affidavit in compliance with New York City Administrative Code Section 11-21(5)(g). (the signatures of at least one grantor and one grantee are required, and must be notarized).

Adelkman Russell Williams
Name of Grantor (Type or Print)
Adelkman Russell Williams
Signature of Grantor
Sworn to before me this 18
date of February, 2002
Notary Public

Michelle Tegerant
Name of Grantee (Type or Print)
Michelle Tegerant
Signature of Grantee
Sworn to before me this 18
date of February, 2002
Notary Public

CAROL SOVERALL
Notary Public, State of New York
No. 0150503093
Qualified in Kings County
Commission Expires 8/4/11

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Code.

WITH RESPECT TO SMOKE DETECTOR DEVICES-NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 5TH, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

WITH RESPECT TO CARBON MONOXIDE DEVICES-NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER NOVEMBER 27, 2002, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Carmen Viciado
CARMEN VICIEDO
Notary Public, State of New York
No. 01V16097107
Qualified in Queens County
Commission Expires August 18, 2007

Carmen Viciado
CARMEN VICIEDO
Notary Public, State of New York
No. 01V16097107
Qualified in Queens County
Commission Expires August 18, 2007

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

70 HERKIMER STREET

<small>Street Address</small>		<small>Unit/Apt.</small>	
BROOKLYN	New York,	1865	41
<small>Borough</small>	<small>Block</small>	<small>Lot</small>	<small>(the "Premises");</small>

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

_____ Name of Grantor (Type or Print)	_____ Name of Grantee (Type or Print)
_____ Signature of Grantor	_____ Signature of Grantee
Sworn to before me this _____ date of _____ 19 _____	Sworn to before me this _____ date of _____ '19 _____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

①

2004071700091101

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EXHIBIT -2

Power of Attorney

M. Trezevant to S. Williams

DURABLE GENERAL POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE
SHOULD YOU BECOME DISABLED OR INCOMPETENT

Caution: This is an important document. It gives the person whom you designate (your "Agent") broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. These powers will continue to exist even after you become disabled or incompetent. These powers are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permit the use of any other or different form of power of attorney.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy to do this.

If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

THIS is intended to constitute a DURABLE GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

I, Michelle Trezevant

(insert your name and address)

do hereby appoint:

Sylvia Russell Williams c/o Harkimer St. (apt #2)
(If 1 person is to be appointed agent, insert the name and address of your agent above)

Sylvia Russell Williams c/o Harkimer St. (apt #2)
BROOKLYN, New York 11216
(If 2 or more persons are to be appointed agents by you insert their names and addresses above)

my attorney(s)-in-fact TO ACT

(If more than one agent is designated, CHOOSE ONE of the following two choices by putting your initials in ONE of the blank spaces to the left of your choice:)

☐ Each agent may SEPARATELY act.

☐ All agents must act TOGETHER.

(If neither blank space is initialed, the agents will be required to act TOGETHER)

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

(DIRECTIONS: Initial in the blank space to the left of your choice any one or more of the following lettered subdivisions as to which you WANT to give your agent authority. If the blank space to the left of any particular lettered subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Alternatively, the letter corresponding to each power you wish to grant may be written or typed on the blank line in subdivision "(Q)", and you may then put your initials in the blank space to the left of subdivision "(Q)" in order to grant each of the powers so indicated.)

- | | |
|---|---|
| <input checked="" type="checkbox"/> (A) real estate transactions; <u>ON SAID PROPERTY TO HARKIMER ST.</u> | <input type="checkbox"/> (M) making gifts to my spouse, children and more remote descendants, and parents, not to exceed in the aggregate \$10,000* to each of such persons in any year; |
| <input type="checkbox"/> (B) chattel and goods transactions; | <input type="checkbox"/> (N) tax matters; <u>ON SAID PROPERTY TO HARKIMER STREET.</u> |
| <input type="checkbox"/> (C) bond, share and commodity transactions; | <input type="checkbox"/> (O) all other matters; |
| <input type="checkbox"/> (D) banking transactions; | <input type="checkbox"/> (P) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; |
| <input checked="" type="checkbox"/> (E) business operating transactions; <u>IN REGARDS TO TO HARKIMER ST.</u> | <input type="checkbox"/> (Q) each of the above matters identified by the following letters: <u>A, E, P, and N.</u> |
| <input checked="" type="checkbox"/> (F) insurance transactions; <u>IN REGARDS TO TO HARKIMER ST.</u> | |
| <input type="checkbox"/> (G) estate transactions; | |
| <input type="checkbox"/> (H) claims and litigation; | |
| <input type="checkbox"/> (I) personal relationships and affairs; | |
| <input type="checkbox"/> (J) benefits from military service; | |
| <input type="checkbox"/> (K) records, reports and statements; | |
| <input type="checkbox"/> (L) retirement benefit transactions; | |

(Special provisions and limitations may be included in the statutory short form durable power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)

This Durable Power of Attorney shall not be affected by my subsequent disability or incompetency.
If every agent named above is unable or unwilling to serve, I appoint (insert name and address of successor)

to be my agent for all purposes hereunder.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Durable General Power of Attorney may be revoked by me at any time.

In Witness Whereof, I have hereunto signed my name this _____ day of _____

(YOU SIGN HERE:)

Michelle Trezevant
(Signature of Principal)

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of New York
County of QUEENS

ss.: State of _____
County of _____

On JANUARY 24TH, 2004 before me, the undersigned,
personally appeared MICHELLE TREZEVANT

On _____ before me, the undersigned,
personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

Jeffrey Gershuny
(signature and office of individual taking acknowledgment)

(insert city or political subdivision and state or county or other place acknowledgment taken)

JEFFREY GERSHUNY
NOTARY PUBLIC
NO: 02GE6072573
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 4/8/2006

(signature and office of individual taking acknowledgment)

AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE (Sign before a notary public)

STATE OF New York

COUNTY OF KINGS

ss.:

being duly sworn, deposes and says:

1. The Principal appointed me as the Principal's true and lawful ATTORNEY(S)-IN-FACT in the within Power of Attorney.
2. I have no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
3. I make this affidavit for the purpose of inducing

to accept delivery of the following Instrument(s), as executed by me in my capacity as the ATTORNEY(S)-IN-FACT, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor.

INDIRA D. BRUCE
COMMISSIONER OF DEEDS
CITY OF NEW YORK, 2-12082
CERTIFICATE FILED IN KINGS COUNTY
Sworn and Commission Expires June 6, 2004

Jeffrey Gershuny
(Signature of Notary Public)

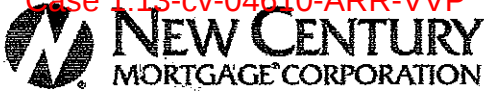
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EXHIBIT -3

New Century Mortgage Application



P.O. Box 54285, Irvine, CA 92619-4285

February 2, 2005

Loan Number: 1000658540

GILLIAN SHEPHERD

70 herkinier street
Brooklyn, NY 11216

Dear GILLIAN SHEPHERD

Welcome to New Century Mortgage Corp. The monthly payments on your above referenced loan will begin on 04/01/05. The components of your monthly payment amount are as follows:

Principal & Interest Payment	\$	4,133.02
Tax Reserves		
Insurance Reserves		
Mortgage Insurance		
Other Reserves		
Total Monthly Payment	\$	4,133.02

New Century will be mailing a monthly payment coupon to you soon. In the event that you do not receive it prior to your payment due date, please use the temporary coupon below and mail your payment to the address shown on the coupon.

Depending on the state in which your mortgaged property is located, New Century may charge certain fees for special services that you might request, including a fee for written payoff statement. The fee amount, if any, may vary due to limitations imposed by state law, agency guidelines, or investor criteria.

The toll free number for New Century's customer service department is (800) 561-4567. Should you have any questions, our Customer Service Representatives are available between 8:30 AM and 5:30 PM Pacific Time, Monday through Friday. Letters should be sent to New Century at P.O. Box 54285, Irvine, CA 92619-4285. Please refer to your loan number when contacting us in writing or by phone.

New Century is pleased to have you as our customer and look forward to servicing your mortgage banking needs.

1000658540 Loan Number	04/01/05 Due Date	\$ 4,133.02 Regular Payment	Personal Ins.	Total Payment
GILLIAN SHEPHERD 70 HERKINIER STREET Brooklyn, NY 11216			\$	\$
			Late Charge	Late Payment
			\$	\$
Date Paid	New Century Mortgage Corp. P.O. Box 514700 Los Angeles, CA 90051-4700		Additional Amounts Remitted	
Check No.			Principal	Other
Amount			Escrow	Total

SERVICING DISCLOSURE

Date: 02/02/05

Lender: New Century Mortgage Corporation

NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.) you have certain rights under that Federal law. This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15 day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a Federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Complaint Resolution

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day, excluding public holidays (State or Federal), Saturday and Sunday.

Damage and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section.

Servicing Transfer Estimated by Lender

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

☒ We may assign, sell or transfer the servicing of your loan sometime while the loan is outstanding.
service your loan and we ☐ will ☐ will not ☒ haven't decided whether to service your loan.

☒ We are able to

LENDER: New Century Mortgage Corporation
BORROWER(S): GILLIAN SHEPHERD

PROPERTY ADDRESS: 70 HERKINIER STREET, Brooklyn, NY 11216

LOAN NO.: 1000658540

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

STATE OF NY
COUNTY OF KINGS

In consideration for the Lender funding the above referenced loan, the undersigned borrower(s) agree to fully cooperate and adjust or correct clerical errors relating to loan documentation that in the opinion of Lender will enable Lender to sell, convey, seek guaranty or market said loan to any entity including, but not limited to an investor. Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veteran Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this day of

GILLIAN SHEPHERD

Sworn to and subscribe before me this day of

(Notary Public)

My Commission Expires:

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 2, 2005
[Date]

Brooklyn
[City]

New York
[State]

70 HERKINIER STREET, Brooklyn, NY 11216
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 540,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is New Century Mortgage Corporation

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.450 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on April 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 18400 Von Karman, Suite 1000 Irvine, CA 92612

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$4,133.02. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

1000658540

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

VMP-838N (0210)

Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7291

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of March, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five And Eight Tenth(s) percentage points (5.800 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.950 % or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.450 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

1000658540

Form 3520 1/01

Initials: _____

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

1000658540

Form 3520 1/01

Initials: _____

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal) GILLIAN SHEPHERD -Borrower	_____ (Seal) _____ -Borrower
--	---------------------------------------

_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
---------------------------------------	---------------------------------------

_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
---------------------------------------	---------------------------------------

_____ (Seal) _____ -Borrower	_____ (Seal) _____ -Borrower
---------------------------------------	---------------------------------------

[Sign Original Only]

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
For use with Adjustable Rate Mortgage LoansDate: **February 2, 2005**Loan#: **1000658540**Borrower(s): **GILLIAN SHEPHERD**Property **70 HERKINIER STREET**
Location:**Brooklyn, NY 11216**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.878%	\$ 976,293.94	\$ 517,790.53	\$ 1,494,084.47

☐ Preliminary☒ Final

Your payment schedule will be:

No. of Payments	Amount of Payments **	When Payments are Due
24	\$ 4,133.02	04/01/05
335	\$ 4,151.48	04/01/07
1	\$ 4,146.19	03/01/35
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

☐ This obligation has a demand feature.

This is a variable-rate Loan. Disclosures were provided to you earlier.

Filing Fees \$ **430.00**Non-Filing Insurance \$ **N/A**

Security: You are giving a security interest in the property located at

☒ **70 HERKINIER STREET, Brooklyn, NY 11216**Late Charge: If payment is **15** days late, you will be charged **2.000%** of the payment.

Prepayment: If you pay off early, you

☐ may☒ will not

have to pay a penalty.

☐ may☒ will not

be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home

☒ cannot assume the remainder of the mortgage on the original terms.☐ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
e means an estimatePROPERTY INSURANCE: ☒ Property hazard insurance to replace the cost of improvements with a loss payable clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any company acceptable to the lender. Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of **N/A** for a **N/A** year term.

I/We hereby acknowledge receipt of this disclosure.

GILLIAN SHEPHERD

Date

Date

Date

Date

** NOTE: Payments shown above do not include deposits for taxes, assessments, and property or flood insurance.

DEFINITION OF TRUTH-IN-LENDING TERMS

ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate generally higher than the interest rate shown on your Mortgage/Deed of Trust Note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$5,000, the Amount Financed would be \$95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable).

PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable). These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.

PREPAYMENT PENALTY

The prepayment section of your Truth in Lending disclosure statement will show if your loan "may" or "will not" have a prepayment penalty. A prepayment penalty is a charge that is added to the payoff amount if a loan is voluntarily paid in full prior to the expiration of the prepayment penalty term. Your lender offers loans with or without prepayment penalties. Please discuss the options with your loan officer and read your closing documents carefully to make sure you understand the terms of your loan.

1000658540

Return To:
New Century Mortgage
Corporation
18400 Von Karman
Suite 1000
Irvine, CA 92612

Prepared By:
New Century Mortgage
Corporation
18400 Von Karman
Suite 1000
Irvine, CA 92612

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Security Instrument." This document, which is dated February 2, 2005 together with all Riders to this document, will be called the "Security Instrument."
(B) "Borrower." GILLIAN SHEPHERD, A Single Woman

HERKIMER
whose address is 70 ~~herkinier~~ street, Brooklyn, NY 11216

sometimes will be called "Borrower" and sometimes simply "I" or "me."
(C) "Lender." New Century Mortgage Corporation

will be called "Lender." Lender is a corporation or association which exists under the laws of California. Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6(NY) (0005).08

Page 1 of 17

VMP Mortgage Solutions, Inc. (800) 521-7291

Initials: *GS*

1000658540
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(D) "Note." The note signed by Borrower and dated February 2, 2005, will be called the "Note." The Note shows that I owe Lender FIVE HUNDRED FORTY THOUSAND AND 00/100

Dollars (U.S. \$ 540,000.00) plus interest and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in full by March 1, 2035

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

(F) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(H) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Arm Rider Addendum

(I) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(J) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(K) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(M) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(N) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(P) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of February, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New Century Mortgage Corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at: 70 HERKINIER STREET, Brooklyn, NY 11216

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.450 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 2007 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five And Eight Tenth(s) percentage points (5.800 %) to the Current Index. The Note Holder will then round the result of 1000658540

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instrument

VMP-838R (0402) Form 3138 1/01

Page 1 of 3

Initials: *GS*

VMP Mortgage Solutions, Inc.

(800)521-7291

this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.950 % or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage points (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.450 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

to the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

1000658540

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Gillian Shepherd (Seal)
GILLIAN SHEPHERD -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

ADJUSTABLE RATE RIDER ADDENDUM

(Libor Index - Rate Caps)

This Adjustable Rate Rider Addendum is made this 2nd day of February 2005, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to **New Century Mortgage Corporation** (the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:
70 HERKINIER STREET, Brooklyn, NY 11216
(Property Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

In addition to the covenants and agreements made in the Note, Security Instrument, and Rider, Borrower and Lender further covenant and agree as follows:

4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 9.950 % or less than 8.450 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 15.450 % or less than 8.450 %.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider Addendum.

Gillian Shepherd
GILLIAN SHEPHERD

NEW YORK INSURANCE DISCLOSURE

Loan Number
1000658540

Borrower
GILLIAN SHEPHERD

Property Address
70 HERKINIER STREET, Brooklyn, NY 11216

Under NY Code of Rules and Regs Section 38.9 the lender is required to advise you of the following at the time of commitment:

1. hazard insurance is required if the loan is approved;
2. replacement cost is the maximum coverage the lender can require.

At the time of title closing, the lender shall accept a binder, issued by an insurer, or an authorized representative of an insurer, as evidence of hazard insurance for the mortgaged property.

Your acknowledgment below signifies that written notice was provided to you pursuant to the state statute.

GILLIAN SHEPHERD

Date

Date

Date

Date

Date

Date

Date

Date

NEW YORK PRE-APPLICATION DISCLOSURE

New Century Mortgage Corporation
Two Blue Hill Plaza, 1st Flr
Pearl River, NY 10965

Loan No. 1000658540
Borrower: GILLIAN SHEPHERD

Property 70 HERKINIER STREET
Address: Brooklyn, NY 11216

In the following disclosure, I = Applicant; Lender = New Century Mortgage Corporation

I have expressed an interest in obtaining a loan secured by real estate property which I currently own, or intend to purchase. Before placing an application with the Lender, I have been advised of the following:

Lender offers a variety of fixed and adjustable rate mortgages, many of which contain a prepayment penalty if the loan is paid off early. Any prepayment penalty, if contained in the loan agreement, would be for a term not to exceed twelve (12) months from the date of my loan and would amount to six (6) months interest on approximately eighty percent (80%) of the loan amount.

Lender will not directly collect any fees before the closing of my loan. I may, however, be asked to pay an appraisal fee direct to an appraiser for the purpose of providing an independent evaluation of the fair market value of my property in order for Lender to evaluate my loan application. **ANY SUCH FEE, PAID DIRECTLY TO AN APPRAISER, IS NOT REFUNDABLE TO ME UNLESS OTHERWISE STATED IN WRITING BY LENDER.**

Lender does not require escrow accounts for the payment of property tax or hazard insurance.

Lender has advised me that I/we have a right to select an attorney or a title insurer of my/our own choosing.

The interest rate I will pay on this loan will be set at the time my loan application is approved by Lender. The interest rate will be valid for thirty (30) calendar days following loan approval.

I hereby acknowledge that I have read and understand this Pre-Application Disclosure

GILLIAN SHEPHERD

Date

Date

Date

Date

Date

Date

Date: 02/02/05

GILLIAN SHEPHERD
70 herkinier street
Brooklyn, NY 11216

Re: Loan Number: 1000658540
Borrower Name: GILLIAN SHEPHERD

Property Address: 70 HERKINIER STREET, Brooklyn, NY 11216

The commitment for your above referenced loan application expires on 01/29/05 . If for any reason you are not going to close on or before this date, you must request an extension from us. If you do not get an extension, you will not be able to close your loan. In the event you request an extension, there is no assurance that **New Century Mortgage Corporation** will grant one. If an extension is granted it will be for a maximum of 10 days. The interest rate will be calculated at the rate stated in your commitment letter.

You must contact **New Century Mortgage Corporation** upon receipt of this notification if you need to request an extension. In order to be effective, your extension request must be received by us at least three (3) business days prior to commitment expiration date set forth above. If it is not, your loan will be considered withdrawn the day after your commitment expiration date.

If you have any questions, please contact the undersigned at 845-201-2050

Very truly yours,

New Century Mortgage Corporation

By: _____

The undersigned hereby acknowledges receipt of this document.

GILLIAN SHEPHERD _____

Date

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

IMPOUND AUTHORIZATIONDate: **02/02/05**

Loan #:

1000658540Borrower: **GILLIAN SHEPHERD**

Property:

70 HERKINIER STREET
(Address)**Brooklyn**
(City)**NY**
(State)**11216**
(Zip)

I/We understand that according to the provisions of the Security Instrument,

New Century Mortgage Corporation

may require us to make monthly payments in addition to our principal and interest payment so that a fund can be created and maintained to pay taxes, insurance premiums and other expenses relating to the security property. Impounds will be required in the following circumstances:

where required by state or federal regulatory authority; or

as required by lender as a condition of the loan.

The lender will pay interest on the impound account as required by law. The obligations of the borrower and lender regarding impound accounts will be set forth in the Deed of Trust. We also understand that the payment for taxes and insurance may vary from year to year. The Lender reserves the right to cancel or terminate an impound account at any time.

PLEASE NOTE THAT ANY BORROWER WHO IS DELINQUENT IN THE PAYMENT OF THEIR REAL ESTATE TAXES, HAZARD AND/OR FLOOD INSURANCE PREMIUMS, MAY BE REQUIRED BY THE LENDER TO PAY IMPOUNDS.

☐ Yes ☒ No**IMPOUNDS REQUIRED BY LENDER**

The undersigned understand that the establishment of an impound account for payments of real property taxes, hazard and/or flood insurance and other related expenses is **REQUIRED** if noted here.

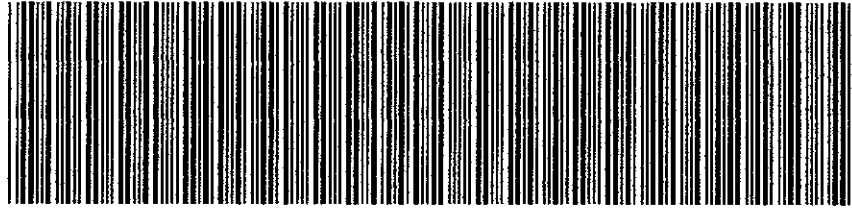
☐ Yes ☐ No**IMPOUNDS REQUESTED BY BORROWER**

The undersigned borrowers understand that the establishment of an impound account for the payment of real property taxes, hazard and/or flood insurance and other related expenses is **NOT REQUIRED**; but requests that such an account be established if noted here.

GILLIAN SHEPHERD

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006051500953001001E2FC3
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 3
Document ID: 2006051500953001
Document Date: 05-15-2006
Preparation Date: 05-15-2006
Document Type: SATISFACTION OF MORTGAGE
Document Page Count: 2
PRESENTER:

RECONTRUST COMPANY, N.A.
1330 W. SOUTHERN AVE
TEMPE, AZ 85282
800-669-4807
mary_salazar@recontrustco.com

RETURN TO:

GILLIAN SHEPHERD
PO BOX 340653
JAMAICA, NY 11434

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1865	41	Entire Lot	70 HERKIMER STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA
CRFN: 2005000181320
PARTIES
MORTGAGER/BORROWER:

GILLIAN SHEPHERD

MORTGAGEE/LENDER:

NEW CENTURY MORTGAGE CORPORATION

FEES AND TAXES

Mortgage			Recording Fee: \$	47.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
Recorded/Filed 05-26-2006 15:28
City Register File No.(CRFN):
2006000296140


Gillian Shepherd

City Register Official Signature

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS.

that New Century Mortgage Corporation, by Countrywide Home Loans, Inc., as Attorney-In-Fact*
1330 W. Southern Ave., MS: TPSA-88, Tempe, AZ 85282-4545

DOES HEREBY CERTIFY that the following Mortgage IS PAID, and does hereby consent that the same be
discharged of record.

Mortgage dated 02/02/2005, made by

GILLIAN SHEPHERD

to NEW CENTURY MORTGAGE CORPORATION

in the principal sum of \$540,000.00 and recorded on 03/29/2005 in Reel N/A, Page N/A, City Register File No.
2005000181320 in the office of the City Register of the County of KINGS, State of New York.

Section: N/A, Block: 1865, Lot: 41

County or Town: KINGS

Street Address: 70 HERKINIER STREET, BROOKLYN, NY 11216

Interim Assignment(s):

From	To	Recording Information

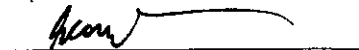
Which mortgage has not been further assigned of record.

Power Of Attorney previously recorded on 09/15/2004 in Reel N/A of Mortgages, Page N/A, City Register File No.
2004000573360*

Dated: 05/15/2006

New Century Mortgage Corporation, by
Countrywide Home Loans, Inc., as Attorney-In-
Fact*

In presence of:



Elizabeth Coronel
Assistant Secretary



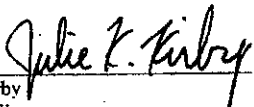
David Lovato
Assistant Secretary

DOCID#000700766482005N

**UNIFORM FORM CERTIFICATE OF
ACKNOWLEDGMENT**
(Outside of New York State)

State of CALIFORNIA
County of VENTURA

On the 15 of May in the year 2006 before me, the undersigned, personally appeared David Lovato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in 1800 TAPO CANYON RD MS:SV2-88 SIMI VALLEY, CA 93063.


Julie K. Kirby
Notary Public
Notary Expiration: 06/21/2009



Satisfaction of Mortgage
Title No. _____

TO

Mail Recorded Satisfaction To:

GILLIAN SHEPHERD
PO Box 340653
Jamaica, NY 11434

Reserve this space for recording office

EXHIBIT -4

Transfer of Premises

S. Williams to G. Shepherd

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 10th day of February, 2005

BETWEEN

Gillian Shepherd
70 Herkimer st
Brooklyn N.Y 11216

party of the first part, and

Sylvia Williams
70 Herkimer st
Brooklyn, NY 11216

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

dollars

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

TOGETHER with all right, title and interest of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the part of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

52

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of _____

ss: _____

State of New York, County of _____

ss: _____

On the _____ day of _____ in the year _____
before me, the undersigned personally appeared _____

On the _____ day of _____ in the year _____
before me, the undersigned personally appeared _____

personally known to me or proved to me on the basis of Satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of Satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking the acknowledgment)

(signature and office of individual taking the acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENTS IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of _____

On the _____ day of _____ in the year _____

before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

_____ in _____
(insert the City or other political subdivision)

(and Insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANTS AGAINST GRANTOR'S ACTS**

Title No. _____

**SECTION
BLOCK
LOT
COUNTY OR TOWN
STREET ADDRESS**

TO _____

SAFE HARBOR TITLE AGENCY
1529 Main Street
Port Jefferson, NY 11777

RETURN BY MAIL TO:

Sylvia Williams
70 Herkimer St
Brooklyn, NY 11216
Apt # 2

(Reserve this space for recording office)

EXHIBIT -5

**Return Checks from M. Thomas
to S. Williams & C. Williams**


Municipal Credit Union

RECEIPT AND DISBURSEMENT VOUCHER

 P.O. BOX 3205 CHURCH STREET STATION
 NEW YORK, N.Y. 10007

 CHRISTINA L. WILLIAMS
 130 WESTBURY BLVD
 HEMPSTEAD NY 11530

 DTD AS CHECK SHARED
 FOR AMOUNT OF \$338,000.00
 ON 031005 EFFECTIVE 031105
 PLAN OF ECL FUNDY AN 1/10/05
 ACCOUNT NUMBER 2001005010


DESCRIPTION

TRAN-AMOUNT

NEW-BALANCE

CHECKS DEPOSITED ARE SUBJECT TO COLLECTION

PRIMARY SHARES

8,000.00

300.55

0.00


Municipal Credit Union

RECEIPT AND DISBURSEMENT VOUCHER

 P.O. BOX 3205 CHURCH STREET STATION
 NEW YORK, N.Y. 10007

 CHRISTINA L. WILLIAMS
 130 WESTBURY BLVD
 HEMPSTEAD NY 11530

 DTD AS CHECK FEE
 FOR AMOUNT OF \$*****10.00
 ON 031005 EFFECTIVE 031105
 PLAN OF ECL FUNDY AN 1/10/05
 ACCOUNT NUMBER 2001005010


DESCRIPTION

TRAN-AMOUNT

NEW-BALANCE

CHECKS DEPOSITED ARE SUBJECT TO COLLECTION

PRIMARY SHARES

10.00

200.55

0.00

DATE _____

CHRISTINA WILLIAM 5

DATE 2/14/05

1-32/210

FIG 7 - The end

\$ 8,000

Bank of America



Carle Place, New York

FOR 7 HELLINGST

000094 021000322 95053 25370

180000000000

21: 2 26078036:

14-00000

314145-60-1065316-74

o/c to CBA
For Deposit Only
1065316

226078036
MUNICIPAL CREDIT UNION
22 CORTLAND STREET
N.Y., N.Y. 10007
MAR 7 1 2005
TELLER # ATM 4623
226078036

[illegible]

03/15/95
1995年3月15日

KW

95

DATE 2/18/05 1-32/210

PAY TO THE ORDER OF Sylvia Williams \$ 8,000

EIGHT THOUSAND AND 00/100 DOLLARS

Bank of America

94029 Carlo Place, New York

FOR To HERKIMER ST

[Signature]

⑈000095⑈ ⑆021000322⑆ 95053 25370⑈

Security Features Located on Back

KW

100

DATE 2/18/05 1-32/210

PAY TO THE ORDER OF SYLVIA WILLIAMS \$ 8,000

EIGHT THOUSAND AND 00/100 DOLLARS

Bank of America

94029 Carlo Place, New York

FOR To HERKIMER ST

[Signature]

⑈000100⑈ ⑆021000322⑆ 95053 25362⑈

Security Features Located on Back

JPMorganChase
 Notice of Deposited Returned Item(s)
 Date: Feb 25, 2005 Advice 657228

Dep Acct: 799503560165

DEP DATE	SEQ#	ITEM AMOUNT
02/22/2005	05492	6,275.00

re enclosed checks that you deposited
 are returned unpaid and have therefore
 been deducted from your account.

PELICAN REMODELING & MAINTENANCE INC
 2158 DEAN STREET
 BROOKLYN NY 11233

1 Returned Item(s) totaling: \$ 6,275.00

Total debited from your account: \$ 6,275.00

⑆02333198⑆ 000794503560165⑆ 70000657228⑆

99	
DATE <u>2/17/05</u>	1-32/210
PAY TO THE ORDER OF <u>PELICAN REMODELING & MAINTENANCE CORP.</u> \$ <u>6,275.00</u> <u>SIX THOUSAND TWO HUNDRED AND SEVENTY FIVE DOLLARS</u>	
Bank of America 94029 Carlo Place, New York	FOR <u>CONSTRUCTION</u> ⑈000049⑈ ⑈021000322⑈ 95053 25362⑈ ⑈0000627500⑈

Account # 799503560165

1025 87567

FEB 27 05

58

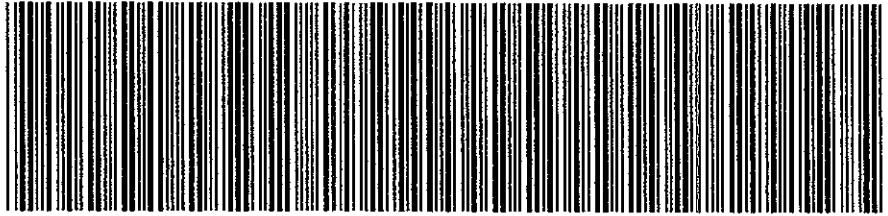
EXHIBIT -6

Deed Transfer

G. Shepherd to L. Savage

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006071301851001001E089C
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 3
Document ID: 2006071301851001
Document Date: 04-25-2006
Preparation Date: 07-13-2006
Document Type: DEED
Document Page Count: 2
PRESENTER:

GATEWAY TITLE & ABSTRACT (PICK-UP)
380 TOWNLINE ROAD - STE 160
TITLE #: 06 3631K
HAUPPAUGE, NY 11788
631-361-4401
GATEWAYTITLE@OPTONLINE.NET

RETURN TO:

GATEWAY TITLE & ABSTRACT (PICK-UP)
380 TOWNLINE ROAD - STE 160
TITLE #: 06 3631K
HAUPPAUGE, NY 11788
631-361-4401
GATEWAYTITLE@OPTONLINE.NET

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1865	41	Entire Lot	70 HERKIMER ST
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

GILLIAN SHEPHERD
177-33 URSINA ROAD
JAMAICA, NY 11434

GRANTEE/BUYER:

LYNNAE S. SAVAGE
232 ELIZABETH STREET
NEW YORK, NY 10022

FEES AND TAXES

Mortgage			Recording Fee: \$	47.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	165.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00	\$	0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 07-20-2006 15:37

City Register File No.(CRFN):

2006000414668
City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

OL-3631-K

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 25th day of April, Two Thousand and Six

BETWEEN

GILLIAN SHEPHERD, residing at 177-33 Ursula Road
Jamaica, NY 11434

party of the first part, and

LYNNAE S. SAVAGE, residing at 532 Elizabeth Street
New York, NY 10022

party of the second part,

WITNESSETH, that the party of the first part, in consideration of (\$10.) Ten dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

TAX MAP
DESIGNATION

District:

Section: 6

Block: 1865

Lot(s): 41

BEGINNING at a point on the southerly side of Herkimer Street distant 356 feet 10 inches westerly from the corner formed by the intersection of the southerly side of Herkimer Street with the westerly side of Nostrand Avenue;

THENCE southerly parallel with Nostrand Avenue and part of the distance through a party wall, 100 feet;

THENCE westerly parallel with Herkimer Street, 21 feet 4 inches;

THENCE northerly parallel with Nostrand Avenue and part of the distance through the center of a party wall, 100 feet to the southerly side of Herkimer Street;

THENCE easterly along the southerly side of Herkimer Street, 21 feet 4 inches to the point or place of BEGINNING.

"Being the same premises described in the deed to the parties of the first part herein by deed dated 02/02/2005 and recorded 03/29/2005 in the Office of the Clerk of the County of Kings in 2005000181319."

Premises being commonly known as 70 Herkimer Street, Brooklyn, NY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


GILLIAN SHEPHERD

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TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATEState of New York, County of NASSAU ss:

State of New York, County of ss:

On the 25 day of April in the year 2006
before me, the undersigned, personally appearedOn the day of in the year
before me, the undersigned, personally appeared

GILLIAN SHEPHERD

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Dina M Clifford
(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)

DINA M. CLIFFORD
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01CL6074528
QUALIFIED IN NASSAU COUNTY 10
MY COMMISSION EXPIRES MAY 20, 20**TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE**

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. GW06-3631-K

GILLIAN SHEPHERD
TO

LYNNAE S. SAVAGE

SECTION 6
BLOCK 1866
LOT 41
COUNTY OR TOWN City of New York
STREET ADDRESS 70 Herkimer Street,
Brooklyn, NYRecorded at Request of
Commonwealth Land Title Insurance Company**RETURN BY MAIL TO:**

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

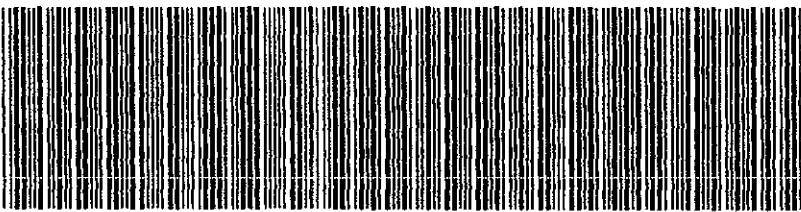
Distributed by

Gateway Title & Abstract, Inc.

Gateway Title & Abstract, Inc.
380 Town Line Road, Suite 160
Hauppauge, New York 11788
Tel: (631) 361-4401
Fax: (631) 361-4405
Agent ID # S/R 322134

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

62

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER	
2006071301851001001SC61D	
SUPPORTING DOCUMENT COVER PAGE	
PAGE 1 OF 1	
Document ID: 2006071301851001	Document Date: 04-25-2006
Document Type: DEED	Preparation Date: 07-13-2006
ASSOCIATED TAX FORM ID: 2006071300562	
SUPPORTING DOCUMENTS SUBMITTED:	
RP - 5217 REAL PROPERTY TRANSFER REPORT	Page Count 1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 70 HERKIMER ST BROOKLYN 11216
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name SAVAGE LYNNAE
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

6. Seller Name SHEPHERD GILLIAN
 LAST NAME / COMPANY FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☒ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 4 / 25 / 2006
 Month Day Year

11. Date of Sale / Transfer 4 / 25 / 2006
 Month Day Year

12. Full Sale Price \$
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C, 3 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
BROOKLYN 1865 41

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE DATE

STREET NUMBER STREET NAME (AFTER SALE)

CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY

LAST NAME FIRST NAME

AREA CODE TELEPHONE NUMBER

SELLER SIGNATURE DATE

2006071300562201

64

CERTIFICATION				I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.			
BUYER				BUYER'S ATTORNEY			
BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME	
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
				SELLER			
CITY OR TOWN		STATE		ZIP CODE		SELLER SIGNATURE	
						DATE	

2006071300562201

65

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

70 HERKIMER ST

Street Address

Unit/Apt.

BROOKLYN

New York,

1865

41

(the "Premises");

Borough

Block

Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me

this

date of

19

Sworn to before me

this

date of

19

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

FOR CITY USE ONLY

C1. County Code _____ C2. Date Deed Recorded _____
 Month Day Year
 C3. Book _____ C4. Page _____
 OR
 C5. CRFN _____



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 70 HERKIMER STREET BROOKLYN
 STREET NUMBER STREET NAME BOROUGH ZIP CODE
 2. Buyer Name SAVAGE LYNNAE S.
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME
 3. Tax Billing Address Indicate where future Tax Bills are to be sent
 If other than buyer address (at bottom of form) _____
 LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed _____ # of Parcels OR ☐ Part of a Parcel
 5. Deed Property Size FRONT FEET X DEPTH OR ACRES
 6. Seller Name SHEPHERD GILLIAN
 LAST NAME / COMPANY FIRST NAME
 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☐ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 04/25/2006
 Month Day Year
 11. Date of Sale / Transfer 04/25/2006
 Month Day Year
 12. Full Sale Price 755,000
 (Full Sale Price is the total amount paid for the property including personal property.
 This payment may be in the form of cash, other property or goods, or the assumption of
 mortgages or other obligations.) Please round to the nearest whole dollar amount.
 13. Indicate the value of personal property included in the sale 0

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) _____
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

BROOKLYN, 1865/41

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statements of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

Gina Savage 4/25/06
 BUYER SIGNATURE DATE
70 Herkimer St
 STREET NUMBER STREET NAME (AFTER SALE)
Brooklyn NY
 CITY OR TOWN STATE ZIP CODE

 LAST NAME FIRST NAME

 AREA CODE TELEPHONE NUMBER
 SELLER
Gillian Shepherd 4/25/06
 SELLER SIGNATURE DATE

EXHIBIT -7

Fees paid by S. Williams to E. Wilson

RECEIPT

date 8/08/06 No. 455404

received from Sylvia Williams 2000.00

amount Two thousand Dollars

for payment of Retainer for Supreme Ct 9/00-19703

☒ cash ☐ money order ☐ credit card ☐ check # _____

amount due		
amount paid	<u>2000</u>	
balance		

from [Signature]

signature [Signature]

SC1152WS

5/4/06
Received from Sylvia Williams \$2000-
as Retainer for the Les Pendin
on 70 West 1st St Bldg 1 on
Behalf of Robert Wilson Esq.

[Signature]

RECEIPT

date 08/24/06 No. 455411

received from Sylvia Williams 1,000.00

amount One Thousand Dollars

for payment of for account of Supreme Court Retainer for Les Pendin

☐ cash ☐ money order ☐ credit card ☐ check # _____

amount due	<u>1,000.00</u>	
amount paid	<u>1,000.00</u>	
balance	<u>0.00</u>	

ONLY

from Williams Wilson

signature _____

SC1152WS

RETAINER FOR LIS PENDES ONLY

RECEIPT

date 9/17/06 No. 455412

received from Sylvia Williams 1,000

amount One Thousand Dollars

for payment of Retainer

☒ cash ☐ money order ☐ credit card ☐ check # _____

amount due		
amount paid	<u>1,000</u>	
balance		

from _____

signature [Signature]

SC1152WS

RECEIPT

date 12 15 106 No. 455437

received from Michelle Trezevant 6,000

amount Six Thousand Dollars

for payment of As follows: 8/4/06 \$2,000. 8/24/06 \$1,000. 9/17/06 \$1,000. 10/2/06 \$1,000. 12/6/06 \$1,000.

☒ cash ☐ money order ☐ credit card ☐ check #

amount due	
amount paid	<u>6,000 00</u>
balance	

from AS Retainer in Support of Court Costs

signature [Signature]

SC1152WS

RECEIPT

DATE 2 15 107 No. 455444

RECEIVED [Signature]

received from Sylvia Williams 1,000

amount One Thousand Dollars

for payment of Return. Acknowledgment of Receipt \$1,000.00 ISSUED 1/11/07

☒ cash ☐ money order ☐ credit card ☐ check #

amount due	
amount paid	<u>1,000</u>
balance	

from [Signature] to [Signature]

signature [Signature]

SC1152WS

EXHIBIT -8

E. Wilson Supreme Court 19703/06

SUPREME COURT: STATE OF NEW YORK:
COUNTY OF KINGS:

MICHELLE TREZEVANT

x Index No.

19703/06

-vs-

NOTICE OF PENDENCY:

GILLIAN SHEPHERD
177-33 Ursina Road
Jamaica, New York 11434

x

DOCKETED
2013 0 2013
KING COUNTY CLERK

NOTICE IS HEREBY GIVEN that an action has been commenced in the Court upon the summons and complaint of the above named plaintiff against the above named defendant for a judgment of \$ 520,000.00 for compensation and for Specific performance of the transfer of title with the reference to that certain real property, house and premises, known generally as street number 70 Herkimer Street, Brooklyn New York, BLOCK: 1865: LOT: 41, and more particularly described in a deed recorded in the Kings County City Register's Office.

The premises affected by said action, at the commencement of this action, and at the time of filing this notice are situated in the City of New York, County of Kings, State of New York. and are described as follows;

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York , being bounded and described as follows:

BEGINNING at a point on the Southernly side of Herkimer Street, distant:356 feet 10 inches westerly from the corner formed by the intersection of the southerly side of Herkimer Street with the westerly side Nostrand Avenue

RUNNING THENCE: Southerly parallel with Nostrand Avenue and part of the

distance through a party wall, 100 feet

THENCE: westerly parallel with Herkimer Street 21 feet, 4 inches

THENCE: northerly parallel with Nostrand Avenue, and part of the distance through the center of the party wall, 100 feet to the southerly side of Herkimer Street.

THENCE: easterly along the southerly side of Herkimer Street 21 feet 4 inches to the point or place of BEGINNING.

Said premises also known as 70 Herkimer Street, Brooklyn, New York

DATED: June 27th 2006

Law office of ROBERTS & WILSON

by


Ernest Wilson, Esq

3009 Glenwood Road

Brooklyn New York 11210

SUPREME COURT: STATE OF NEW YORK:
COUNTY OF KINGS;

-----x Index #

19703/06

MICHELLE TREZEVANT
Plaintiff

**SUMMONS and
VERIFIED COMPLAINT**

-vs-

GILLIAN SHEPHERD
MARLON THOMAS
Defendant

Plaintiff designates Kings County
as the place of trial. Venue is based
upon the County in which Plaintiff
resides.

-----X
TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED: to appear in the Supreme Court of the State of New York, County of Kings, at the office of the Clerk of the said Court at 360 Adams Street, Brooklyn, New York County of Kings, State of New York, within the time provided by the law as noted below and to file your answer to the annexed complaint with the Clerk: upon your failure to answer, Judgment will be taken against you for the relief sought in the complaint, together with costs of this action.

Dated: June 27 2006.

DEFENDANTSHEPHERD ADDRESS:

177-33 Ursina Road, Jamaica New York 11434
Marlon Thomas: 12 Oakdale Drive, Westbury, LI 11570

Roberts & Wilson Esqs.
Attorney for Plaintiff
3009 Glenwood Road
Brooklyn, New York 11210
(718) 421-4300.

The Law provides that:

- (a) If this summons is served by it's delivery to you personally within the City of New York, you must appear and answer within TWENTY days after such service. Or
(b) If this summons is served by delivery to any person other than you personally, or is served outside the City of New York, or by publication, or by any means other than personal delivery to you within the City of New York, you are allowed THIRTY days after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

74
RECEIVED
COUNTY CLERK
JUL 30 AM 11:49
2006 JUN 30 AM 11:49

SUPREME COURT: STATE OF NEW YORK
COUNTY OF KINGS

MICHELLE TREZEVANT

Index No. 19703/06

Plaintiff,

VERIFICATION

-- against --

GILLIAN SHEPHERD
MARLON THOMAS
Defendant.

X

STATE OF NEW YORK)
) SS.:
COUNTY OF KINGS)

I, MICHELLE TREZEVANT, being duly sworn, depose and say that: I am the Plaintiff in the within action, I have read the foregoing and know the contents thereof; the contents of the complaint are true to my knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Subscribed and sworn to before me
on June 26, 2006


MICHELLE TREZEVANT


Notary Public

My commission expires on

RONALD BACKER
Commissioner of Deeds
City of New York No. 2-11411
Certificate Filed in Kings County
Commission Expires Oct. 25, 2016

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X

INDEX NO. 19703/06

MICHELLE TREZEVANT,
Plaintiff,

AFFIDAVIT IN
OPPOSITION

-against-

GILLIAN SHEPARD, MARLON THOMAS and
LYNNAE S. SAVAGE,

Defendant.

-----X

STATE OF NEW YORK, COUNTY OF KINGS.:

MICHELLE TREZEVANT, Plaintiff states the following under the penalty of
perjury:

1. This is in response to Defendant Lynne Savage motion to dismiss Plaintiff's
amended complaint pursuant to the following bases:

CPLR 3212 – failure to state a cause of action;

CPLR 3126 – failure to comply with discovery orders;

Canceling the Notice Pendency pursuant to CPLR 6501 and 6514;

BACKGROUND.

2. Plaintiff purchased the premises on or about February 18, 2003. Soon thereafter
Plaintiff began to have financial difficulty. Defendant Gillian Shepherd offered to assist
Plaintiff in what is termed a foreclosure bailout or foreclosure avoidance scheme.

3. Defendant Thomas assisted in drafted all documents to facilitate the transaction between Plaintiff and Defendant Shepherd. According to the terms of the agreement, Plaintiff was to transfer title in name only to Defendant Shepherd, who would obtain a mortgage in the amount necessary for said mortgage. Defendant Shepherd would receive a fee, Plaintiff would make all mortgage payments, and within one year Plaintiff's credit rating would have improved and would obtain financing to satisfy Defendant Shepherd mortgage and pay all closing fees. The role of Defendant Shepherd was to be that of owner in name only, she would have no claim to the property as long as Plaintiff obtained a mortgage sufficient to satisfy the mortgage amount taken out in Plaintiff's behalf.

4. The proceeds from the transfer to Shepherd was used to pay off property related costs including paying the mortgage by Plaintiff on behalf of Shepherd during the one year period. When Plaintiff demanded return of title, Shepherd refused.

5. I was not able to communicate with my previous attorney because, I was in stationed in Iraq.

6. Review of the dates that discovery ensued shows that the delay is approximately one year which approximates my overseas stationing.

7. When I became aware that my previous attorney did not respond to demands regarding my case, I demanded return of my legal fees and filed a complaint with the grievance committee. I also obtained a new attorney.

4. The third party, and not the homeowners, receive most if not all of the proceed of the new mortgage and, in time, the homeowners find themselves evicted from their home, while the third party sells the property for even greater profit. In this way, the “foreclosure rescue specialist” is able to strip the homeowner’s of their deed and the equity in their home in exchange for little or no consideration.

5. The plaintiff was a New York City homeowner who fell victim to this scheme. After falling behind on her mortgage payments, Marlon Thomas and Gillian Shepherd (Defendant Shepherd) offered to help save plaintiff’s home.

6. Defendant Marlon Thomas offered Shepherd to be a “Straw Man” and advised Plaintiff that she would lose her home if Defendant Shepherd was not used. [Upon information and belief, a Straw Man is a person who would hold title to another’s property in name for a period of time – for a fee- and then re-transfer the property to the true owner for a pre arranged price.]

7. After the agreed upon time, Plaintiff demanded return of the premises. Plaintiff had kept her part of the bargain by making all mortgage, water and tax payments on the premises. ¶

8. After I allowed Defendant Shepherd to help me with my mortgage I was shocked to learn that she sold the property to a third party even though I had already filed my law suit and had filed a Lis Pendens on the property.

9. Defendant Savage claims that she is innocent of wrongdoing. But the fact that she spent two thirds of a million dollars on a home and failed to file her deed until after my law suit is an issue that should be resolved before this motion is decided.

10. Plaintiff is currently assembling answers to the discovery demanded by Defendant Savage. Defendant Savage waited more than a year to bring this motion.

A short delay in allowing review and response to the motion would be a fair outcome when all factors of this case are calculated:

DISCUSSION

3. This case represents the classic foreclosure rescue scheme that along with predatory lending has defrauded homeowners of their life savings and the equity in their homes. In fact, foreclosure rescue schemes are a form of predatory lending and real estate fraud designed to strip vulnerable homeowners of their deed and the equity in their homes. Typically, in these schemes, the foreclosure rescue specialist locates homeowners in pre foreclosure or foreclosure and uses offers of refinancing to trick them into signing over their deed to a third party. The third party then re-mortgages the property at a much higher amount and demands increased mortgage payments from the homeowners.

DISMISSAL PURSUANT TO CPLR 3212

15. To be entitled to summary judgment, the movant "must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case" (*Winegrad v New York Univ. Cent. Cr.*, 64 N.Y.2d 851, 853, 476 N.E.2d 642, 487 N.Y.S.2d 316).

16. Once the moving party has made a prima facie showing of entitlement to summary judgment, the party opposing the motion must present evidence in admissible form establishing the existence of a triable issue of fact in order to defeat the motion (see *Manhattan v City of New York*, 49 N.Y.2d 557, 404 N.E.2d 718, 427 N.Y.S.2d 595). The evidence must be viewed in a light most favorable to the nonmoving party (see *Gonzalez v Metropolitan Life Ins. Co.*, 269 A.D.2d 495, 704 N.Y.S.2d 484). In reviewing a motion for summary judgment, the court accepts as true the evidence presented by the nonmoving party, and must deny the motion if there is "even arguably any doubt as to the existence of a triable issue" (*Baker v Briarcliff School Dist.*, 205 A.D.2d 652, 653, 613 N.Y.S.2d 660).

17. The Burden is on movant for summary judgment to produce evidence whereby it must clearly appear that no material and triable issue of fact is presented by the pleadings, and where moving papers are insufficient, there is no necessity for opposing party to respond with evidentiary proof. *Stelick v Gangl* (1975, 3d Dept) 47 App Div 2d 789, 366 NYS2d 59.

18. The Burden is on movant for summary judgment to produce evidence whereby it must clearly appear that no material and triable issue of fact is presented by the pleadings. and where moving papers are insufficient, there is no necessity for opposing party to respond with evidentiary proof. Stelick v Gangl (1975, 3d Dept) 47 App Div 2d 789, 366 NYS2d 59.

FRAUD

19. The elements of fraud include a misrepresentation, known by the defendant to be false and made for the purpose of inducing the plaintiff to rely upon it, justifiable reliance thereon (see Tanzman v. La Pietra, 8 A.D.3d 706, 707, 778 N.Y.S.2d 199 [2004]).

In order to establish a fraud claim in addition to a breach of contract claim, plaintiff must show misrepresentations that are misstatements of material fact or promises with a present, but undisclosed, intent not to perform, not merely promissory statements regarding future acts (see McGovern v. Best Bldg. & Remodeling, 245 A.D.2d 925, 927, 666 N.Y.S.2d 854 [1997]; Shlang v. Bear's Estates Dev. of Smallwood, N.Y., 194 A.D.2d 914, 915, 599 N.Y.S.2d 141 [1993]).

DISCOVERY

20. On August 24, 2007, Savage served her First Interrogatories and First Notice to Produce. Pursuant to CPLR 2103(b)(2), 3122(a) and 3133(a), Trezevant was required to provide interrogatory answers and to produce the requested documents by September 18, 2007. EXHIBIT G

**SUPREME COURT: STATE OF NEW YORK
COUNTY OF KINGS**

MICHELLE TREZEVANT
Plaintiff

-vs-

**GILLIAN SHEPHERD
MARLON THOMAS**
Defendant.

-----x Index #

19703/06

**VERIFIED
COMPLAINT**

-----X
The plaintiff by her attorneys , Roberts & Wilson Esqs. Complain and alleges of the defendant, upon information and belief as follows;

AS AND FOR THE FIRST CAUSE OF ACTION
BREACH OF CONSTRUCTIVE TRUST

1. The Plaintiff Michelle Trezevant, at all times (hereinafter referred to as Plaintiff), resided at and presently resides at 70 Herkimer Street, Brooklyn New York, County of Kings State of New York.
2. The Defendant Gillian Shepherd, (hereinafter referred to as defendant #1), presently resides at 177-33 Ursina Road, Jamaica , New York, County of Queens State of New York.
3. Defendant Marlon Thomas (hereinafter referred to as defendant #2) presently resides at 12 Oakdale Drive Westbury Long Island NY 11570
4. That on or about October 2004 the Plaintiff and the Defendant #2 entered into an oral agreement regarding the real property at 70 Herkimer Street, Brooklyn New York, County of Kings, State of New York.(Hereinafter the "Premises).
- X 5. That it is acknowledged that the plaintiff was in financial difficulties with her mortgage bank on the payment of her mortgage for the premises, and defendant agreed at plaintiff's request to place the property under a new financing, using his contacts, and that the rental income of the premises will support the new mortgage, and further one year's mortgage payments will be held in escrow by defendant #2 to ensure prompt mortgage payment and the property will be transferred back to [plaintiff within one year.
6. That it was acknowledged that plaintiff could not get a refinancing to the premises due to his credit score, and defendant agreed to obtain new financing on the premises using her credit.

17. That the defendant's refusal to transfer the property to the Plaintiff shows an intent to defraud the plaintiff, and is in direct violation of defendant's promise to hold the property only as title owner of the premises and not a true bona-fide owner.

WHEREFORE, the plaintiff demand judgment of \$420,000.00 on the first cause of action \$100,000.00 on the second cause of action and that the defendant is barred from all rights, title, and claim in the above premises, that said premises be transferred to the plaintiff by Deed and reasonable attorney's fees, that the Plaintiff may have such other and further relief in the Premises as may be just and equitable. B

DATED: Brooklyn New York
June 8th 2006

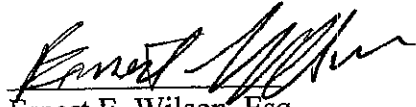

Ernest E. Wilson, Esq.
Law office of Roberts & Wilson
Attorney for Plaintiff
3009 Glenwood Road
Brooklyn, New York 11210.

EXHIBIT -9

Notice to Quit from L. Savage

NOTICE TO QUIT

Date: July 28, 2006

Re: 70 Herkimer Street, 2nd Floor, Apt 2
Brooklyn, New York 11216

All Rooms - 2nd Floor
at 70 Herkimer Street,
Brooklyn, New York 11216
Used for Dwelling Purposes

To: SYLVIA WILLIAMS
70 Herkimer Street, 2nd Floor, Apt 2
Brooklyn, New York 11216

and "John Doe / Jane Doe"

PLEASE TAKE NOTICE, that you and all others persons occupying the subject premises are required to quit and vacate the premises on or before Tuesday August 14th, 2006.

You are in possession of the premises as a licensee of LYNNAE SAVAGE,
And your license or permission to occupy the subject premises has expired, or has been revoked by LYNNAE SAVAGE.

PLEASE TAKE NOTICE, that if you fail to quit, vacate, and surrender the subject premises by Tuesday August 14th, 2006, which is at least Ten Day from the date of this notice is being served upon you the undersigned will commence summary proceedings against you.

Date : June 28th, 2006
70 Herkimer Street,
Brooklyn, New York 11216


Landlord's Signature

LYNNAE SAVAGE
Landlord

70 Herkimer Street,
Brooklyn, New York 11216
Address Of Landlord

CIV-RCS-22(12/00)

EXHIBIT -10

**Refund Letter to E. Wilson from
S. Williams**

April 10th 2007

70 Herkimer Street
Brooklyn NY 11216

Mr. Ernest Wilson
Attorney at Law
385 Remsen Avenue
Brooklyn, NY 11212

Mr. Wilson

I am writing you this letter in a last attempt to get back my money, documents and file from you on my supreme court case. Mihelle Trezevant against Gillian Shepherd, Marlon Thomas.

Mr. Wilson it was May 4th 2006 when you and Mr. Backer came to my house and I spoke to you about my case you said you can do it and I gave you cash \$2,000.00 and my original documents, you said you will start my case right away, but the total case will be about \$10,000.00, Yo filed my summons and complaint in Supreme Court on June 30th 2006 index # 19703 of 2006, After I spoke to Mr. Backer an amended complaint was filed in September 2006, to add another defendant since then you have done nothing else, and I am about to be evicted, between, Between May 4th 2006 and February 2007 I paid to your office a total of \$10,000.00 to your office on a monthly basis which you acknowledged, I even spoke to you when there was a problem with payments between John Clarke and Mr. Backer, and you spoke to me from Trinidad to tell me all payments must be made to Mr. Backer at the office.

It is now almost one year and all that you did was to file a summons for me.

I am now demanding a full refund of my \$10,000.00, a return of my original documents and a copy of my file. I am told by Mr. Backer who I was told is no longer working for you that the defendants had lawyers who did answers, but nothing was done. in all of this I spoke to Mr. Backer your paralegal more than you because I am told you are always out of the Country in Trinidad.

If within 5 days of this letter you do not give me what I am asking for I will write the Bar Association with a copy of this letter, and I will go public on this to expose crooked attorneys, Mr. Wilson avoid this and return my money and documents so that I can get another lawyer to do my case, you made several appoints for us to meet and you were never there, and I cannot find you by phone, which means you are avoiding me. I do not want you to do my case any more I will find another Lawyer, who will work seriously on my case and faster.

by certified mail

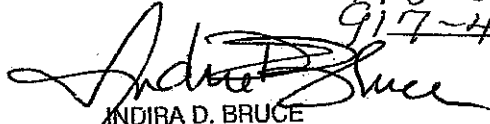

INDIRA D. BRUCE
COMMISSIONER OF DEEDS
CITY OF NEW YORK, 2-12082
CERTIFICATE FILED IN KINGS COUNTY
COMMISSION EXPIRES JUNE 6, 20 08

EXHIBIT -11

Retainer receipt to E. Taylor

McPherson Taylor LLP
244 Fifth Avenue Suite C227
New York, New York 10001
212.252.3793

July 3, 2007

Sylvia Williams
70 Herkimer Street
Brooklyn, New York 11216

Receipt: Received One Thousand Dollars towards a retainer to be determined. In the Matter of Michelle Trezevant vs. defendants to be determined.

By: McPherson Taylor
E. Taylor



EXHIBIT -12

Supreme Court Settlement

Downey Sav. & Loan VS L. Savage

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.

Index No. 4823/09

Plaintiff(s),

-against-

LYNNAE S. SAVAGE, NATIONAL CITY BANK, CITY
OF NEW YORK ENVIRONMENTAL CONTROL BOARD,
JOSE CASTRO, MARISOL CASTRO, MARCIA
WILLIAMS,

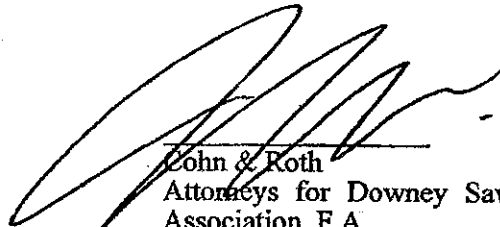
Defendant(s).

-----X

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE that the within is a true copy of a proposed Order which will be presented for settlement to the Honorable Sylvia G. Ash, one of the Justices of this Court on March 29, 2013 at the Kings County Supreme Courthouse at 360 Adams Street Brooklyn New York at 10:00 a.m. or as soon thereafter as counsel may be heard.

Dated: Mineola, NY
February 22, 2013



Cohn & Roth
Attorneys for Downey Savings and Loan
Association, F.A.
100 E. Old Country Road
Mineola, New York
(516) 747-3030

To: Lynnae S. Savage
232 Elizabeth Street, Apt 5A
New York, NY 10012

Mark K. Broyles
Fein, Such & Crane, LLP
Attorney for National City Bank
28 East Main Street, Suite 1800
Rochester, NY 14614

City of New York Environmental Control Board
100 Church Street
New York, NY 10007

At I.A.S. Part of the Supreme Court of the State of
New York, held in and for the County of Kings, at the
Courthouse located at 360 Adams Street, Brooklyn
New York on the day of , 2013.

P R E S E N T :

Hon. _____, Justice

Index No. 4823/09

-----X
DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.,
Plaintiff(s),

-against-

**JUDGMENT OF
FORECLOSURE AND
SALE**

LYNNAE S. SAVAGE, NATIONAL CITY BANK, CITY
OF NEW YORK ENVIRONMENTAL CONTROL BOARD,
JOSE CASTRO, MARISOL CASTRO, MARCIA
WILLIAMS,

Defendant(s).

Foreclosure of:
70 Herkimer Street, Brooklyn,
NY
Section , Block 1865, Lot 41

ON the Summons, Verified Complaint and Notice of Pendency duly filed in this
action on February 26, 2009, the Order of Reference dated July 12, 2010, and all proceedings
thereon; and on reading and filing the affirmation of regularity of Michael C. Nayar, Esq., counsel
for Plaintiff, dated June 8, 2012, from which it appears that each of the defendants herein have been
duly served with the Summons and Complaint in this action, or have voluntarily appeared personally
or by their respective attorneys, and stating that more than the legally required number of days had
elapsed since said defendants were so served and/or appeared; and that none of the defendants had
served any answer to said Complaint, nor had their time to do so been extended; and that the
Complaint herein and Notice of Pendency containing all the particulars required to be stated therein
was duly filed in the Office of the Clerk of the County of Kings on February 26, 2009, and has not
been amended to add new parties or to embrace real property not described in the original complaint,
and a Referee having been duly appointed to compute the amount due to the plaintiff upon the
bond/note and mortgage set forth in the Complaint and to examine and report whether the mortgaged
premises can be sold in parcels,

AND, on reading the report of Jerry Giardina, Esq., the Referee named in said Order
of Reference, by which Report, dated September 4, 2010, attached hereto, it appears that the sum

of \$677,432.70 was due as of October 31, 2010; and that the mortgaged premises should be sold in one parcel.

NOW upon proof of due Notice of this application upon all parties who had not waived the same and upon proof of service of the Order of Reference as provided therein;

ON motion of COHN & ROTH, the attorneys for the Plaintiff, it is

ORDERED, that the motion is granted, and it is further

ORDERED, ADJUDGED AND DECREED that the said report of Jerry Giardina dated September 4, 2010 be, and the same is hereby, in all respects ratified and confirmed; and it is further

ORDERED, ADJUDGED AND DECREED that the above-described mortgaged premises or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale and the costs of this action as provided by the Real Property Actions and Proceedings Law, be sold, in one parcel at public auction in Room 274 of Kings County Supreme Court, 360 Adams Street, Brooklyn, NY 11201, on a Thursday afternoon at 3:00 p.m. by and under the direction of Jerry Giardina, who is hereby appointed Referee for that purpose, that the said Referee shall set the date of sale and give public notice of the time and place of sale in accordance with RPAPL §231 in _____ and it is further

ORDERED, ADJUDGED AND DECREED that said Referee shall accept at such sale the highest bid offered by a bidder, who shall be identified upon the court record, and shall require that such successful bidder immediately pay to the Referee in cash or certified or bank check payable to such Referee, ten percent of the sum bid and shall execute Terms of Sale for the purchase of the premises, unless such successful bidder is the plaintiff herein, in which case, no deposit against the purchase price shall be required, and it is further

ORDERED, ADJUDGED AND DECREED that in the event that the first successful bidder fails to immediately pay the ten percent deposit as provided herein or fails to

execute the Terms of Sale immediately following the bidding upon the subject property, the property shall thereafter immediately, on the same day, be re-offered at auction, and it is further

ORDERED, ADJOURNED AND DECREED that the closing of title shall take place at the office of the Referee or at such other location as the Referee shall determine within forty-five days after such sale unless otherwise stipulated by all parties. The Referee shall transfer title only to the successful bidder at the auction. Any delay or adjournment of the closing date beyond forty-five days may be stipulated among the parties, with the Referee's consent, up to ninety days from the date of sale, but any adjournment beyond ninety days may be set only with the approval of this Court, and it is further

ORDERED, ADJUDGED AND DECREED, that the Referee deposit all funds received pursuant to this Order in his/her own name as Referee in Referee's I.O.L.A account maintained for legal clients at a bank within the City of New York or in an FDIC-insured bank of the Referee's choice within the City of New York [or in _____ Bank] and it is further

ORDERED, ADJUDGED AND DECREED, that said Referee on receiving the proceeds of such sale shall forthwith pay therefrom:

FIRST: The statutory fees and commissions of said Referee pursuant to CPLR § 8003(b) which shall not exceed \$500.00 unless the sale price (the amount of the accepted bid) exceeds \$50,000.00. In the event the sale price exceeds fifty thousand dollars and additional compensation (including commissions) in excess of \$500.00 is sought pursuant to CRPR §8003(b), and if no surplus monies are produced by the sale, the parties may present a stipulation, signed by the Referee and all parties appearing, agreeing to a stated sum, to be so-ordered by the Court. Where surplus monies will be available following distribution of sums as provided herein, or where the parties are unable to agree to the Referee's proper compensation under CPLR §8003(b), application shall be made to this Court on notice to all parties known to

be entitled to claim against any surplus monies, including the defaulting owner of the equity of redemption. Such application shall be promptly submitted to the Court within five days of the transfer of the deed and prior to filing the Report of Sale. The five day period for payment of surplus money into Court as set forth in RPAPL §1354(4), and the thirty day period set forth in RPAPL §1355 for the filing of the Report of Sale shall be deemed extended pending the decision of the Court regarding such application.

In the event a scheduled sale is cancelled or postponed pursuant to CPLR §8003(a) plaintiff shall compensate the Referee in the sum of \$250.00 for each adjournment or cancellation unless the Referee has requested the delay. Such compensation may be recouped from the proceeds of sale as a cost to Plaintiff. This Order shall constitute the necessary prior authorization for compensation as set forth herein.

No compensation in excess of \$550.00, including compensation authorized pursuant to CPLR §8003(a) for computation of the sum due to plaintiff, may be accepted by the Referee without the Court approval and compliance with the filing provision of Section 36.4 of the Rules of the Chief Judge.

SECOND: The expenses of the sale, including the cost of advertising as shown on the bills presented and certified by said Referee to be correct, copies of which shall be annexed to the report of sale.

THIRD: Pursuant to Real Property Actions and Proceedings Law §1354, in accordance with their priority according to law, taxes, assessments, sewer rents or water rates and any charges placed upon the property by a city agency which have priority over the foreclosed mortgage, which are liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon to the date of payment.

FOURTH: Said Referee shall then pay to the Plaintiff or it's attorney, Cohn & Roth, the sum of \$_____ for costs and disbursements in this action to be taxed by the clerk and inserted herein, with interest from the date hereof, [together with an additional allowance of \$_____ hereby awarded to the Plaintiff in addition to costs with interest thereon from the date hereof,] and also the sum of \$677,432.70, the said amount so reported due as aforesaid, together with interest thereon pursuant to the terms of the Note, from October 31, 2010, the date interest was calculated to in said report, to the date of entry of this Order, and thereafter at the statutory post-judgment rate to the date of transfer of title, or so much thereof as the purchase money of the mortgaged premises will pay of the same, together with \$_____ hereby awarded to the Plaintiff as reasonable legal fees, together with any advances as provided for in the Note and Mortgage, which Plaintiff may have made for taxes, insurance, principal, and interest and any other charges due to prior mortgages, or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation, upon presentation to the Referee of receipts for said expenditures, all together with interest thereon pursuant to the Note and Mortgage as above provided. Copies of such receipts shall be annexed to the Referee's Report of Sale. Plaintiff shall timely move to confirm the Referee's Report of Sale pursuant to RPAPL §1355, and it is further

ORDERED, ADJUDGED AND DECREED that in case the Plaintiff be the purchaser of said mortgaged premises at said sale, said Referee shall not require the Plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver only to the Plaintiff, a deed of the premises sold upon the payment to the Referee of the sum awarded to him or her under the above provision marked "FIRST", "SECOND" and "THIRD" if such expenses were paid by the Referee, or in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing payment thereof. The balance of the amount bid, after

Index No: 4823/09 Year
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.,
Plaintiff(s),

against

LYNNAE S. SAVAUGH, NATIONAL CITY BANK, CITY OF NEW YORK,
ENVIRONMENTAL CONTROL BOARD, JOSE CASTRO, MARISOL CASTRO, MARCIA
WILLIAMS,

Defendant(s).

JUDGMENT OF FORECLOSURE AND SALE

COHN & ROTH

Attorneys for Downey Savings and Loan Association, F.A.
100 E. Old Country Road
Mineola, New York 11501
(516) 747-3020
Fax (516) 747-3048 (Not for Service of Process)

To

Attorney(s) for

PLEASE TAKE NOTICE

NOTICE OF ENTRY

☐ that the within is a (certified) true copy of a
☐ entered in the office of the Clerk of the within named Court, on

NOTICE OF SETTLEMENT

☐ that an Order, of which the within is a true copy will be presented for settlement to the
☐ HON. one of the judges of the within named Court,

at
on at m.

Dated:

COHN & ROTH
Attorneys for Downey Savings and Loan Association, F.A.
100 E. Old Country Road
Mineola, New York 11501
(516) 747-3020

EXHIBIT -13

PIM EVICTION DOCUMENTS

Notice to Vacate

Non-Renewal of Lease 30 day Notice

Deed Transfer – L. Savage to PIM Equities

PIM EQUITIES INC.

NOTICE TO VACATE

March 20th 2013

**RE: 70 Herkimer Street
Brooklyn NY 11216**

PIM Equities acquired the above referenced premises on March 19th 2013 and this letter constitutes as a written notice to vacate the premises within thirty (30) days of receiving this letter.

You are asked to use this notice period to vacate the premises as well as remove all your possessions.

NOTICE WAS (☐) HAND DELIVERED OR (☐) MAILED ON THIS
THE _____ OF _____.



SIGNATURE OF OWNER

— Quitclaim Deed - Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the _____ day of March in the year 2013

BETWEEN

Lynnae Savage

party of the first part, and PIM Equities Inc.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10) dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of Kings and State of New York and better described in the attached Schedule A annexed hereto and made a part hereof,

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof, TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Erisella Ramirez

Lynnae Savage
Lynnae Savage

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of ^{NEW}~~YORK~~ ss:On the 19TH day of ~~MARCH~~ in the year 2013, before me, the undersigned, personally appeared **LYNNAE****SAVAGE**

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

OKEY ARIZOR
NOTARY PUBLIC, STATE OF NEW YORK
 LIC. #01AR6189659
 COMM. EXP. 06/30/2016
 COMMISSIONED IN BRONX COUNTY

Key Arizon

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, a Notary Public in and for said State, personally appeared , the

subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number if any, thereby that he/she/they knows)

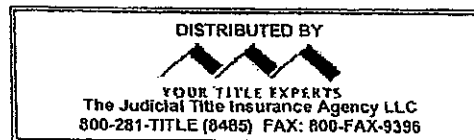
to be the individual described in and who executed the foregoing instrument, that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

Quitclaim Deed

Title No.

Lynnae Savage
 TO
 PIM Equities Inc.



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of , County of , ss:

*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the day of in the year , before me the undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

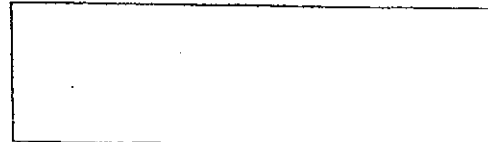
SECTION.

BLOCK.

LOT.

COUNTY OR TOWN

RETURN BY MAIL TO:



**NOTICE TO TENANT ON NON-RENEWAL OF
LEASE, TERMINATION OF TENANCY AND
INTENTION TO RECOVER POSSESSION
(30) DAY NOTICE**


Received on March 31st / 2013 @ 4⁴⁵ pm

TO: JOHN DOE & JANE DOE
70 Herkimer Street
Brooklyn, NY 11216
Basement Floor

PLEASE TAKE NOTICE that the Landlord **PIM EQUITIES INC.** and hereby elects to terminate your tenancy of the Premises described as all rooms of Basement Floor located: 70 Herkimer Street Brooklyn, NY 11216 now held by you under monthly hire.


Unless you move from said Premises on or before **April 30, 2013** the Landlord will commence appropriate proceedings to recover possession of said Premises and to remove you from said Premises for the holding over after the expiration of your term, and will demand the value of your use and occupancy of the Premises during such holding over.

Dated: March 21, 2013



PIM EQUITIES INC. - Landlord

Represented by:



DARMIN BACHU, ESQ
127-21 Liberty Avenue
Richmond Hill, NY 11419
718-843-6464

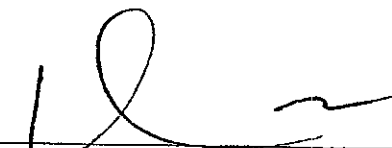
**NOTICE TO TENANT ON NON-RENEWAL OF
LEASE, TERMINATION OF TENANCY AND
INTENTION TO RECOVER POSSESSION
(30) DAY NOTICE**

TO: JOHN DOE & JANE DOE
70 Herkimer Street
Brooklyn, NY 11216
1ST Floor

PLEASE TAKE NOTICE that the Landlord **PIM EQUITIES INC.** and hereby elects to terminate your tenancy of the Premises described as all rooms of First Floor located: 70 Herkimer Street Brooklyn, NY 11216 now held by you under monthly hire.

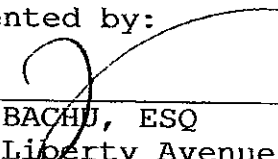
Unless you move from said Premises on or before **April 30, 2013** the Landlord will commence appropriate proceedings to recover possession of said Premises and to remove you from said Premises for the holding over after the expiration of your term, and will demand the value of your use and occupancy of the Premises during such holding over.

Dated: March 21, 2013



PIM EQUITIES INC.-Landlord

Represented by:



DARMIN BACHU, ESQ
127-21 Liberty Avenue
Richmond Hill, NY 11419
718-843-6464

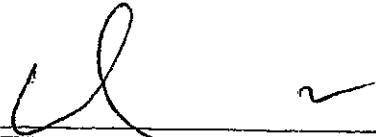
**NOTICE TO TENANT ON NON-RENEWAL OF
LEASE, TERMINATION OF TENANCY AND
INTENTION TO RECOVER POSSESSION
(30) DAY NOTICE**

TO: JOHN DOE & JANE DOE
70 Herkimer Street
Brooklyn, NY 11216
3rd Floor

PLEASE TAKE NOTICE that the Landlord **PIM EQUITIES INC.** and hereby elects to terminate your tenancy of the Premises described as all rooms of third Floor located: 70 Herkimer Street Brooklyn, NY 11216 now held by you under monthly hire.

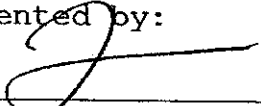
Unless you move from said Premises on or before **April 30, 2013** the Landlord will commence appropriate proceedings to recover possession of said Premises and to remove you from said Premises for the holding over after the expiration of your term, and will demand the value of your use and occupancy of the Premises during such holding over.

Dated: March 21, 2013



PIM EQUITIES INC. - Landlord

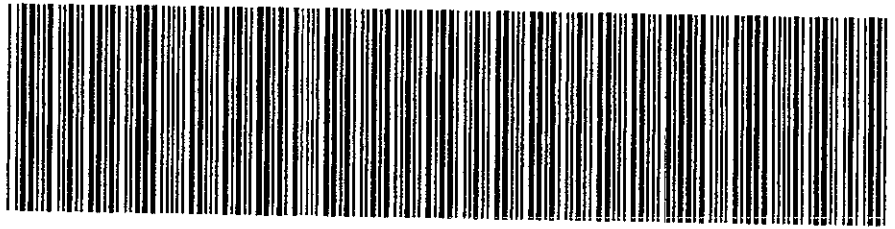
Represented by:



DARMIN BACHU, ESQ
127-21 Liberty Avenue
Richmond Hill, NY 11419
718-843-6464

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2013040501241001004E43BA
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 4
Document ID: 2013040501241001
Document Date: 03-14-2013
Preparation Date: 05-03-2013
Document Type: DEED
Document Page Count: 3
PRESENTER:

BARRISTERS TITLE AGENCY, LLC
(HOLD FOR PICKUP-DANNY) AS AGENT FOR ORT
2223 VOORHIES AVENUE, SUITE 2
BROOKLYN, NY 11235
718-676-5222
CTSY-37

RETURN TO:

BARRISTERS TITLE AGENCY, LLC
(HOLD FOR PICKUP-DANNY) AS AGENT FOR ORT
2223 VOORHIES AVENUE, SUITE 2
BROOKLYN, NY 11235
718-676-5222
CTSY-37

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	1865	41	Entire Lot	70 HERKIMER STREET
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
GRANTOR/SELLER:

LYNNAE SAVAGE
232 ELIZABETH STREET
NEW YORK, NY 10022

GRANTEE/BUYER:

PIM EQUITIES INC
PO BOX 150057
KEW GARDENS, NY 11415

FEES AND TAXES

Mortgage				Filing Fee:		
Mortgage Amount:	\$	0.00			\$	250.00
Taxable Mortgage Amount:	\$	0.00		NYC Real Property Transfer Tax:		
Exemption:					\$	0.00
TAXES: County (Basic):	\$	0.00		NYS Real Estate Transfer Tax:		
City (Additional):	\$	0.00			\$	0.00
Spec (Additional):	\$	0.00				
TASF:	\$	0.00				
MTA:	\$	0.00				
NYCTA:	\$	0.00				
Additional MRT:	\$	0.00				
TOTAL:	\$	0.00				
Recording Fee:	\$	52.00				
Affidavit Fee:	\$	0.00				


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
Recorded/Filed 05-09-2013 18:00
City Register File No. (CRFN):
2013000190005
City Register Official Signature

— Conditional Deed — (Residential or Commercial) (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the ^{26th} 14 day of March in the year 2013

BETWEEN

Lynnae Savage

232 Elizabeth Street, New York, NY 10022
party of the first part, and PIM Equities Inc

P.O. Box 15057, Kew Gardens, NY 11415
party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten (\$10) dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of Kings and State of New York and better described in the attached Schedule A annexed hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Ernesta Ramirez

Lynnae Savage
Lynnae Savage

OKEY ARIZOR
NOTARY PUBLIC, STATE OF NEW YORK
LC. #01AR6189659
COMM. EXP. 06/30/2016
COMMISSIONED IN BRONX COUNTY

5/1/2013

State of New York, County of **NEW YORK**, ss:

On the **19TH** day of **MARCH** in the year **2013**, before me, the undersigned, personally appeared **LYNNAE SAVAGE**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

OKEY ARIZOR
NOTARY PUBLIC, STATE OF NEW YORK
LC. #01AR6189659
COMM. EXP. 06/30/2016
COMMISSIONED IN BRONX COUNTY

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE

State of New York, County of **NEW YORK**, ss:
 On the **19TH** day of **MARCH** in the year **2013**, before me, the undersigned, a Notary Public in and for said State, personally appeared **LYNNAE SAVAGE**, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

at the place of residence in a city, village, town or hamlet, and that he/she/they know(s)

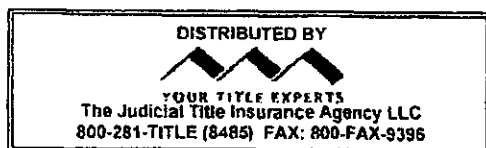
to be the individual described in and who executed the foregoing instrument, that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

Quitclaim Deed

Title No.

Lynnae Savage
 TO
 PIM Equities Inc.



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of **NEW YORK**, ss:

On the **19TH** day of **MARCH** in the year **2013**, before me, the undersigned, personally appeared

, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

*State of **NEW YORK**, County of **NEW YORK**, ss:

*(Or insert District of Columbia, Territory, Possession or Foreign Country)

On the **19TH** day of **MARCH** in the year **2013**, before me, the undersigned, personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgment was taken).

SECTION.

BLOCK.

LOT.

COUNTY OR TOWN

RETURN BY MAIL TO:



SCHEDULE A

DESCRIPTION

ALL that certain plot, piece or parcel of land situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Herkimer Street distant 356 feet 10 inches westerly from the corner formed by the intersection of the southerly side of Herkimer Street with the westerly side of Nostrand Avenue;

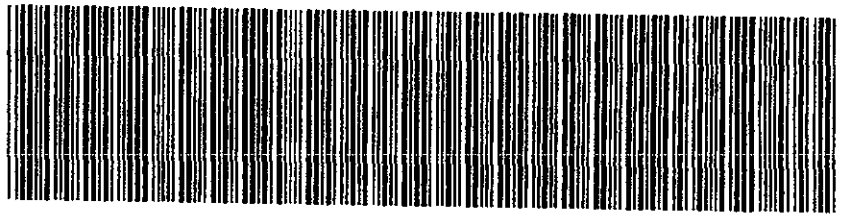
THENCE southerly parallel with Nostrand Avenue and part of the distance through a party wall, 100 feet;

THENCE westerly parallel with Herkimer Street, 21 feet 4 inches;

THENCE northerly parallel with Nostrand Avenue and part of the distance through the center of a party wall, 100 feet to the southerly side of Herkimer Street;

THENCE easterly along the southerly side of Herkimer Street, 21 feet 4 inches to the point or place of BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2013040501241001004S8D3B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2013040501241001

Document Date: 03-14-2013

Preparation Date: 05-03-2013

Document Type: DEED

ASSOCIATED TAX FORM ID: 2013031400421

SUPPORTING DOCUMENTS SUBMITTED:


DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count

1

2

1

FOR CITY USE ONLY		CITY REGISTRY			REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC	
C1. County Code	C2. Date Deed Recorded	MAY 03 2013				
C3. Book OR C5. CRFN	C4. Page					

PROPERTY INFORMATION

1. Property Location: 70 HERKIMER STREET BROOKLYN 11216
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name: PIM EQUITIES INC
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address: HERKIMER STREET BROOKLYN 11216
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size: SAVAGE LYNNAE
FRONT FEET X DEPTH OR ACRES

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name: SAVAGE LYNNAE
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A <input type="checkbox"/> One Family Residential	C <input type="checkbox"/> Residential Vacant Land	E <input type="checkbox"/> Commercial	G <input type="checkbox"/> Entertainment / Amusement	I <input type="checkbox"/> Industrial
B <input type="checkbox"/> 2 or 3 Family Residential	D <input type="checkbox"/> Non-Residential Vacant Land	F <input checked="" type="checkbox"/> Apartment	H <input type="checkbox"/> Community Service	J <input type="checkbox"/> Public Service

SALE INFORMATION

10. Sale Contract Date: 3 / 14 / 2013
Month Day Year

11. Date of Sale / Transfer: 3 / 14 / 2013
Month Day Year

12. Full Sale Price \$ 0
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale 0

14. Check one or more of these conditions as applicable to transfer:

A <input type="checkbox"/> Sale Between Relatives or Former Relatives	B <input type="checkbox"/> Sale Between Related Companies or Partners in Business
C <input type="checkbox"/> One of the Buyers is also a Seller	D <input type="checkbox"/> Buyer or Seller is Government Agency or Lending Institution
E <input type="checkbox"/> Deed Type not Warranty or Bargain and Sale (Specify Below)	F <input type="checkbox"/> Sale of Fractional or Less than Fee Interest (Specify Below)
G <input type="checkbox"/> Significant Change in Property Between Taxable Status and Sale Dates	H <input type="checkbox"/> Sale of Business is Included in Sale Price
I <input type="checkbox"/> Other Unusual Factors Affecting Sale Price (Specify Below)	J <input checked="" type="checkbox"/> None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill



15. Building Class C, 3 16. Total Assessed Value (of all parcels in transfer) 3 5 5 9 1

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BROOKLYN 1865 41

201303140042120103

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

		BUYER		BUYER'S ATTORNEY	
BUYER SIGNATURE		DATE		LAST NAME	
PO BOX 150057				FIRST NAME	
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE	
KEW GARDENS				TELEPHONE NUMBER	
CITY OR TOWN		STATE		ZIP CODE	
		NY		11415	
				SELLER	
					
				SELLER SIGNATURE	
				DATE	

2013031400421201

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York)
) SS.:
County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

70 HERKIMER STREET

Street Address Unit/Apt.
BROOKLYN New York, 1865 41
Borough Block Lot (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

LYNNAE SAYAGE

Name of Grantor (Type or Print)

Lynnae Sayage

Signature of Grantor

Name of Grantee (Type or Print)

[Signature]

Signature of Grantee

Sworn to before me
this 19 date of March 20 13

Sworn to before me
this 19 date of March 20 13

Carol J. Burton
Notary Public, State of New York
No. 01BU0126892

Qualified in Kings County
Commission Expires May 16, 2013

Daniel Chirhayiv

DANIEL CHIRHAYIV
Notary Public, State of New York
No. 01SH6257592
Qualified in Kings County
Commission Expires March 12, 2016

These statements are made with the knowledge that a willfully false representation is a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York)
) SS.:
County of)

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

70 HERKIMER STREET

BROOKLYN	<small>Street Address</small>	New York,	1865	41	<small>Unit/Apt.</small>
<small>Borough</small>			<small>Block</small>	<small>Lot</small>	(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)	Name of Grantee (Type or Print)
Signature of Grantor	Signature of Grantee
Sworn to before me this _____ date of _____ 20 _____	Sworn to before me this _____ date of _____ 20 _____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 1865 LOT: 41
- (2) Property Address: 70 HERKIMER STREET, BROOKLYN, NY 11216
- (3) Owner's Name: PIM EQUITIES INC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: LYNNAE SAVAGE

Signature: Lynnae Savage 3/19/13 Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:



The City of New York
 Department of Environmental Protection
 Bureau of Customer Services
 59-17 Junction Boulevard
 Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN BLOCK: 1865 LOT: 41
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- Additional Name:

Affirmation:

4

Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

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Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

United States of America

State of New York
Department of State

It is hereby certified, that Nancy T. Sunshine was Clerk of County of Kings in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of New York

this 13th day of June Two Thousand and Thirteen



33009

210CC (REV. 09/25/12)

Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

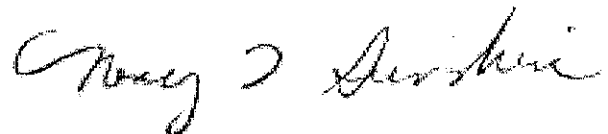
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

Sylvia Williams
70 Herkimer St., Apt. 2
Brooklyn, NY 11216

**Affidavit of Obligation
Commercial Lien (AMENDMENT)
(This is a verified plain statement of fact)**

Maxims:

*A Security (15 USC)
A USSEC Tracer Flag*

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as valid statement of reality is sovereign in commerce.

An un-rebutted affidavit stands as truth in commerce

An un-rebutted affidavit is acted upon as the judgment in commerce.

Guaranteed – All men shall remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves and endow it with credibility by expressing it in their affidavit. (Ignorance of the law might be an excuse, but it is not valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.)

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses; hence, governments cannot exercise the power to exchange commercial processes.

The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard, because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, means no privilege to operate statutes as the corporate vehicle.

The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not responsible substitute for a bond.

Municipal corporations which include cities, counties, states and national governments have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter Affidavit or any commercial process based upon Affidavit.

Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation, hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.

A foreclosure by a summary judgment (non-jury) without commercial bond is a violation of commercial law.

Governments cannot make unbounded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without spending commerce y a general declaration of martial law.

It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of Impoundment and rescue is a felony).

It is against the law or a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial Lien.

Notice to agent is notice to principal; notice to principal is notice to agent.

PUBLIC HAZARD BONDING OF CORPORATE AGENTS All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage and the specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim-a-facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

Parties: (AFFIANT)

- **Sylvia Williams** - (hereinafter your Affiant) 70 Herkimer Street, Apt. 2, Brooklyn, NY 11216
- **Michelle Trezevant** – 93 Wyona Street, Brooklyn, NY 11207
- **UCC-1 File # 201012038385979** dated December 3, 2010, # 201303168112344 dated March 16, 2013, # 201303298131288 dated March 29, 2013, # 201303298131353 dated March 29, 2013, # 201303298131276 dated March 29, 2013, # 201303298131264 dated March 29, 2013
- **Affidavit of Obligation Commercial Lien** – dated December 28, 2012, signed and sealed by a Court Officer Notary

(OFFENDERS)

- **John C. Clarke – Herkimer Realities** (business partner of Offender Marlon Thomas)
68 Herkimer St., Brooklyn, New York 11216
- **Pelican Remodeling & Maintenance Inc.** (owned by Offender John C. Clarke)
2158 Dean Street, Brooklyn, NY 11233
- **J & J Real Estate** – 68 Herkimer Street, Brooklyn, NY 11216
- **Marlon Thomas - Paredium Investment Group AKA Epiphany Home Savers**
(real estate consultant for Paredium Investment Group, New Century Mortgage Representative/Agent)
12 Oakdale Drive, Westbury, Long Island 11590
- **Gillian Shepherd** - 177-33 Ursina Road, Jamaica, NY 11434
- **Maurice Dicks - New Century Mortgage Corporation** (representative/agent)
P.O. Box 514700, Los Angeles, CA 90051-4700

- **Patrick Mullins - Decatur Properties LLC** (agent to Offender Shepherd)
565 Decatur Street, Brooklyn, NY 11233
- **Moberg & Associates** (Attorney for New Century Mortgage)
333 Earle Overton Blvd #103, Uniondale, NY 11553-3645
- **Mullholand & Knapp, LLP** (Attorney for Offender Savage)
641 Lexington Avenue, 27th Floor, New York, NY 10022-4503
- **Albert H. Barkley, Esq.** (Attorney for Offender Shepherd)
Cooper Station P.O. Box 1012, New York, NY 10276-1012
- **Lynnae Savage** - 232 Elizabeth Street, New York, NY 10022
- **Wilson's Law Firm – Ernest E. Wilson Esq.,** 385 Remsen Avenue, Brooklyn, NY 11212
- **McPherson Taylor LLP. – Emani Taylor** - 244 5th Avenue, Suite C227, New York, NY 10001
- **Nidani LLC** – 161-15 130th Avenue, Jamaica NY 11439
- **Emani Taylor** – 246 Decatur Avenue, Brooklyn, NY 11212
- **Cohn & Roth** – C/O Downey Savings and Loan Association, F.A., Supreme Court Index # 4823/09
100 E. Old Country Road, Mineola, New York 11501
- **PIM Equities Inc. – Ron Borovinsky** - PO Box 150057, Kew Gardens, NY 11415
- **Ideal Properties – Ron Borovinsky** – 116-15 Queens Blvd #206, Forest Hills, NY 11375
- **Darmin Bachu Esq** – C/O PIM Equities – Ron Borovinsky – 127-21 Liberty Avenue, Richmond Hills, NY 11419

Allegations:

- Allegations arise from the conduct of the Offenders arising from the Conspiracy and Piracy of the property 70 Herkimer St., Brooklyn NY 11216 (hereinafter said *Premises*).
- On or about November 29th, 2003 Affiant Michelle Trezevant (owner of said *Premises*) made Affiant Sylvia Williams Power of Attorney for said *Premises* to handle the affairs of the property which at the time was in need of major repair.
- Offender John C. Clarke of 68 Herkimer St. (Herkimer Realities) who works with Offender Marlon Thomas assured Affiant Williams that Offenders John C. Clarke and Marlon Thomas would obtain a loan for said *Premises*, which is in need of major repairs.
- All Offenders with willfulness, contumaciousness, or bad faith conspired and used malicious, clandestine one stop shop methods, breach of constructive trust, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Affiants of said *Premises*.

- All Offenders defrauded Affiants by committing racketeering, fraud, and unlawful conversion of said *Premises*.
- There were no payments given or made out to either Affiant by any of the Offenders.

Proof of Allegations:

1. On or about December 5th, 2003, Affiant Michelle Trezevant (owner of said *Premises*, *see exhibit 1*) applied for several loans to repair said *Premises* only to be turned down for insufficient credit. Affiant Trezevant is in the United States Military. On or about January 24, 2004 Trezevant, after receiving orders for deployment to Iraq, gave Affiant Williams full Power of Attorney (*see exhibit 2*) for said *Premises* to handle the affairs of the property while on deployment, which at that time was in need of major repairs. If no timely rebuttal it is affirmed.
2. On or about January 20th, 2005, Offender Clarke of 68 Herkimer St. (Herkimer Realities) referred Affiant Williams to Offender Thomas who stated that he could get a loan to repair said *Premises*. Two weeks later, Offender Thomas told Affiant Williams that he could not get the refinance to repair the building or any kind of loan because of his (Offender Thomas) insufficient credit. Offender Thomas of Paredium Investment Group AKA Epiphany Home Savers then conspired with Offenders Patrick Mullins of Decatur Properties LLC, Maurice Dicks of New Century Mortgage, and Gillian Shepherd to assist Affiant Williams in what is termed a foreclosure bailout or foreclosure avoidance scheme. Offenders Thomas and Clarke stated to Affiant Williams that Offenders Mullins, Dicks and Shepherd are the agents used by the Offenders (Clarke and Thomas) because they guarantee mortgage loans and the Offenders use these agents frequently. Offender Thomas, by way of Offender Mullins, offered Offender Shepherd to be a "Straw Man" and advised Affiant Williams that she would lose her home if Offender Shepherd was not used. (Upon information and belief, a "Straw Man" is a person who would hold a title to another's property in name for a period of time – for a fee – and then re-transfer the property to the true owner for a pre-arranged price). Although, Affiant Williams has full Power of Attorney of the said *Premises*, Offender Thomas told Affiant Williams, the only way she can get help was for her to sign said *Premises* over to Offender Shepherd who can get the loan and return the building to Affiant Williams in 1 year. If no timely rebuttal it is affirmed.
3. Affiant Williams desperately needed to repair the building. Offender Clarke assured Affiant Williams that it was ok to sign the said *Premises* over to Offender Shepherd and that when the mortgage loan is approved, his company Pelican Construction Company will be the one to do the repairs in the building. Offender Clarke then stated that he works with both Offenders Thomas and Shepherd and reassured Affiant Williams that after the deduction of several fees and one (1) years mortgage set in escrow, the balance of the mortgage would be given to Affiant Williams to repair said *Premises*. Offender Thomas assisted and drafted all documents to facilitate the transaction between Affiant Williams and Offender Shepherd. According to the terms of the agreement, Affiant Williams was to transfer title in name only to Offender Shepherd, who would obtain mortgage in the amount necessary for said mortgage. Offender Shepherd would receive a fee, Affiant Williams would make all the mortgage payments, and within 1 year Affiant Williams and Trezevant's credit rating would have improved and would obtain financing to satisfy Offender Shepherd's mortgage and pay all closing fees. On 2/2/2005 a mortgage loan was drafted, executed and completed (*see exhibit 3*), approved by Offender New Century Mortgage Corporation and signed by Offender Shepherd. (See transfer of said *Premises* is dated 2/10/2005) (*see exhibit 4*). The role of Offender Shepherd was to be that of owner in name only and would have no claim to said *Premises* as long as Affiant Williams obtained a mortgage sufficient to satisfy the mortgage amount taken out on Affiant Williams behalf. During this transaction Offender Thomas re-

assured Affiant Williams that the building would be returned to Affiant Williams within **1 year** and the building would be repaired during that time by Pelican Construction Company which Offender Clarke owns. Offender Thomas re-stated that it would look good if the mortgage would be paid monthly, on time and the first year mortgage would be put in escrow. If no timely rebuttal it is affirmed.

4. On 2/2/2005 at the closing for said *Premises*, Affiant Williams signed said *Premises* over to Offenders Shepherd in the presence of Offenders Thomas and Maurice Dicks. Offenders then walked into another room for a private discussion excluding Affiant Williams. Offender Dicks and Thomas assured Affiant Williams that all repairs for said *Premises* would be covered from the refinances from Offender New Century Mortgage. On the same day Affiant Williams spoke with Offender Dicks of New Century Mortgage and confirmed refinancing was approved for Offender Shepherd. Offenders after the closing while in the hallway were arguing over the payment of how to distribute the payment amongst the Offenders. Offender Thomas told Affiant Williams that Offender Thomas would arrive with Affiant's payment on February 4, 2005. On that day Offender Thomas never arrived with the payment. Affiant called Offender Marlon several times and there was no response. Affiant Williams then informed Offender Dicks that Offender Thomas did not bring the checks as agreed. If no timely rebuttal it is affirmed.
5. On or about 02/06/2005, Offender Thomas came to Affiant Williams apartment at said *Premises* and gave Affiant Williams three (3) checks for Ten Thousand Dollars (\$10,000.00USD) each. When Affiant Williams called the bank (Bank of America) to see if the funds were available the bank told Affiant Williams that she would have to have an account with Bank of America with equivalent funds in that amount to get the checks cashed. Affiant Williams was also told by Bank of America that there was no money in the account of the Offender and if Affiant Williams came in to cash the Offenders checks, Affiant would/could be arrested. Affiant Williams then contacted Offender Thomas to discuss this matter. Offender Thomas then reissued five (5) more checks all from Bank of America; (*see exhibit 5*)
 - Check #94- Christina Williams (daughter of Affiant Williams) - \$8,000.00 (eight thousand dollars);
 - Check #95- Sylvia Williams - \$8,000.00 (eight thousand dollars);
 - Check #98- Orlain Clarke – (sister of Offender Clarke) - \$2,000.00 (two thousand dollars);
 - Check #99- Pelican Remodeling & Maintenance Corp - \$6,275.00 - Six Thousand Two Hundred and Seventy Five Dollars;
 - Check #100- Sylvia Williams - \$8,000.00 (eight thousand dollars).

The check for \$6,275.00 was in the name of Offender Clarke's Company, Pelican Construction Company. Affiant Williams tried to deposit one check for \$8,000.00 on March 11, 2005 and it was returned by the bank. Affiant Williams was again told by the bank no funds were available. Offender Dicks, Shepherd, along with Thomas, and Patrick Mullins could not be reached. Only Offender Clarke was reached and he stated to Affiant Williams that doesn't want any more involvement with the transaction any further. Affiant Williams later learned that Offenders Mullins and Shepherd received \$10,000.00 (ten thousand dollars) and Offender Thomas received \$24,000.00 (twenty four thousand dollars) for their role in the predatory lending scheme. If no timely rebuttal it is affirmed.

6. The proceeds from the transfer of said *Premises* to Shepherd was used to pay off property related costs including paying the mortgage by Affiants on behalf of Shepherd during the one (1) year period. When Affiant Williams demanded return of title, Offender Shepherd refused. Affiant Williams had kept her part of the bargain by making all mortgage, water and tax payments on said *Premises*. If no timely rebuttal it is affirmed.

7. The third party of this scheme, not the home owners, are the ones to receive most if not all of the proceeds of the new mortgage and, in time, the homeowners find themselves evicted from their homes, while the third party sells the property for even a greater Profit. In this way, the "foreclosure rescue specialist" is able to strip the homeowner's of their deed and the equity in their home in exchange for little or no consideration as in this case of your Affiants. On or about 4/25/2006, to further strip said *Premise* of equity, Offender Shepherd sold said *Premises* to Offender Lynnae Savage without knowledge or the consent of Affiants Williams or Trezevant (*see exhibit 6*). Offender Savage's deed was not recorded until 7/20/2006. Offender Savage complained to Affiant Williams that Offender Savage was also duped and all of her life savings was gone by the same methods of Offenders Clarke, Thomas, Mullins, Shepherd, Dicks, Ernest Wilson Esq., and Emani Taylor. All Offenders willfulness, contumaciousness, or bad faith, conspired and used malicious, clandestine one stop shop methods, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Affiants Williams and Trezevant of said *Premises*. If no timely rebuttal it is affirmed.
8. During the transfer/mortgage proceeding Offenders Clarke and Thomas referred Affiant Sylvia Williams to Offenders Attorney Ernest Wilson Esq., and Emani Taylor of McPherson Taylor LLP. Affiant Williams retained Offender Attorney Wilson and paid a retainer fee of a total of \$10,000.00 (ten thousand dollars) (*see exhibit 7*) to file a complaint in Supreme Court County of Kings. On June 30, 2006 Offender Attorney Wilson filed a Summons and Verified Complaint and a Notice of Pendency all under Index #19703/06 (*see exhibit 8*) for Affiant Trezevant (Plaintiff) against Offenders Shepherd, Thomas as Defendants. Once Offender Mullholland and Knapp, LLC., attorney for Offender Savage and Offenders Shepherd and Thomas received service of Notice of Summons and Verified Complaint, on July 28, 2006, Affiant Williams was served a Notice to Quit and vacate the premises on or before 8/14/2006 (*see exhibit 9*). After Affiants allowed Offender Shepherd to assist them with the mortgage, your Affiants were shocked to learn that Offender Shepherd not only tried to evict your Affiant Williams, Offender Shepherd also sold the property to a third party even though Affiant Trezevant had already filed a law suit and filed a Lis Pendens on said *Premises*. Offender Attorney Wilson was no longer reachable after filing the Summons and Verified Complaint and Notice of Pendency. On April 10, 2007, one (1) year later, Affiant Williams sent Offender Attorney Wilson a letter stating a full refund of her retainer fee and return of all documents (*see exhibit 10*). Offender Wilson never responded to present day. If no timely rebuttal it is affirmed.
9. After the attempted eviction conspired by Offenders, Affiant Williams then reached out to Offender Emani Taylor who was at that time an Attorney. On July 3, 2007 Affiant Williams paid Offender Williams a retainer of \$1,000.00 (one thousand dollars) to pursue the matter pertaining to the case in Supreme Court Kings County Index #19703/06 (*see exhibit 11*). After learning that Offender Emani Taylor's connection in the scheme, Affiant Williams demanded a refund from Offender Taylor. Offender Taylor never returned the retainer to Affiant Williams and could no longer be reached. In 2008 Offender Taylor was disbarred for being involved in another mortgage scam and using her title as a court appointed administrator to an estate that she depleted the funds of. If no timely rebuttal it is affirmed.
10. This incident represents the classic foreclosure rescue scheme that along with predatory lending has defrauded homeowners of their life savings and the equity in their homes. In fact, foreclosure rescue schemes are a form of predatory lending and real estate fraud designed to strip vulnerable homeowners of their deed and the equity in their homes. Typically, in these schemes, the foreclosure rescue specialist locates homeowners on pre foreclosure or foreclosure and uses offers of refinancing to trick them into signing over their deed to a third party. The third party then re-mortgages the property at a much higher amount and demands increased mortgage payments from the homeowners. If no timely rebuttal it is

affirmed.

11. On March 15th, 2013 an envelope addressed to a Marcia Williams, 70 Herkimer Street, Apt. 2, Brooklyn, NY 11216 arrived by regular mail from Offender The Law Offices of Cohn & Roth, Attorneys for Downey Savings and Loan Association F.A. It contained a NOTICE OF SETTLEMENT and a JUDGEMENT OF FORCLOSURE AND SALE filed in SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS, INDEX #4823/09; the Plaintiff(s), your Offenders Downey Savings and Loan Association F.A., against Defendant(s). Offender LYNNAE S. SAVAGE, NATIONAL CITY BANK, CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, JOSE CASTRO, MARISOL CASTRO, and MARCIA WILLIAMS (*see exhibit 12*);

a) There are no tenants by the names of JOSE CASTRO, MARISOL CASTRO, and MARCIA WILLIAMS residing at said premises nor do any of these individuals claim any ownership, or rights to any claims, deed or title of said *Premises*. If no timely rebuttal it is affirmed;

b) Offender LYNNAE S. SAVAGE is in default by not responding to Affiants Affidavit of Obligation Commercial Lien dated and notarized in Kings County December 28, 2012, authenticated at the Kings County Clerk's Office February 5, 2013, and Apostilled with the Department of State March ___, 2013.

Said Affidavit was sent to Offender Lynnae Savage via registered mail receipt #7011 2970 0000 6326 4425 dated January 03, 2013 and according to the return receipt, Offender Savage received said Affidavit January 10, 2013. Said Affidavit has been recorded and filed with the City of New York's Register's Office on March ___, 2013. If no timely rebuttal it is affirmed;

c) Offender LYNNAE S. SAVAGE is in default by not responding to Affiants VERIFIED NOTICE OF DEFAULT dated and notarized in Kings County January 25, 2013, authenticated at the Kings County Clerk's Office February 5, 2013, and Apostilled with the Department of State February 15, 2013. Said Notice was sent to Offender Lynnae Savage via registered mail receipt #7011 2970 0000 6326 4530 dated January 31, 2013 and returned to sender unclaimed on February 2, 2013, Said Affidavit has been recorded and filed with the City of New York's Register's Office on March ___, 2013. If no timely rebuttal it is affirmed.

12. SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS, INDEX #4823/09 initiated by Offenders Attorney's Cohn & Roth c/o Downy Savings and Loan Association is as fraudulent and unlawful as the racketeering, fraud, and unlawful conversion of said *Premises* committed by your Offender's John Clarke/Herkimer Realities/Pelican Remodeling and Maintenance, Njani LLC, Patrick Mullins/Decatur Properties, Marlon Thomas, Moberg & Associates, Lynnae Savage, Gillian Shepherd, Ernest E. Wilson, Esq., Mullholland & Knapp, LLP, Albert H. Barkley, Esq., Maurice Dicks, and Emani Taylor. Due to the illegal intervening committed by Offender's Attorney's Cohn & Roth and Downy Savings and Loan Association, on March 16, 2013, your Affiant Sylvia submitted an Addendum to UCC Financing Statement file #201303168112344 adding Offenders Attorney's Cohn & Roth and Downy Savings and Loan Association as Lien Debtors, and added to Affiants NOTICE OF COMMERCIAL LIEN dated February, 5th 2013. If no timely rebuttal it is affirmed.

13. On or before March 25, 2013 A NOTICE TO VACATE (30 Days) was delivered to your Affiant Sylvia Williams and to each apartment in said *Premises* from Offender Darmin Bachu Esq C/o PIM Equities, Ron Borovinsky alleging as of March 19, 2013 to be the new owner of said *Premises* (*see exhibit 13*). When approached by your Affiant, she stated to Offender Ron Borovinsky that not only did she have a case in Supreme Court but she also had a perfected UCC-1 on said *Premises*. Offender Borovinsky stated he would do some research on the matter. To protect the interest of said *Premises* your Affiant then answered the Notice to Vacate (30 days) by serving your Offender PIM Equities with a QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REUEST signed and sealed by a Court Officer Notary with a 30 day response

14. period (*see exhibit 14*). In addition to this your Affiant filed a UCC Amendment on March 29, 2013 adding Offender PIM Equities as a debtor (*see exhibit 15*). Offender PIM Equities was served the Qualified Written Request by Certified Mail on April 23, 2013. Offender PIM Equities defaulted on the Qualified Written Request by means of no response. If no timely rebuttal it is affirmed.
15. On June 8, 2013 Affiant Sylvia Williams was hand delivered a notice to appear in Civil Court, Index #73405/13 on June 13, 2013. This case was filed by Offender Darmin Bachu Esq C/O PIM Equities, Ron Borovinsky after Offender Borovinsky was alerted of the issues regarding the UCC-1 held by your Affiant Sylvia Williams. Offender Borovinsky are using the same illegal tactics of the other Offenders to continue this one-stop shopping, illegal conversion and continued illegal practices of said properties without settling the debt created in 2005 or the UCC-1 by your Affiant.

As a result of the racketeering, fraud, and unlawful conversion of said *Premises* committed by your Offenders;

Damages:

- All legal, equitable, and statutory damages too which the Affiants are entitled, including but not limited to;
- An award of damages to the Affiants for the Offender's interference with their contractual obligations and relationship with said *Premises*;
- An award of punitive damages for reckless and willful disregard of homeowner's rights;
- An award from the Offenders claims using slander, malicious prosecution, defamation and fraud against the Affiants;
- An award of \$520,000.00 (five hundred and twenty thousand dollars);
- That the Offenders is barred from all rights, title and claim to said *Premises*;
- That said *Premises* be transferred to your Affiants by Deed and Offenders held liable for all attorney's fees arising from the illegal transfer of said *Premises*;
- That your Affiants may have such other and further relief in said *Premises* as may be just and equitable;
- All claims in Supreme or Civil Court against your Affiants are to be dismissed due to fraud, filing false claims, racketeering, unlawful conversion, conspiracy and piracy of said *Premises*, one stop shop methods, breach of constructive trust, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Affiants of said *Premises*;
- All Offenders are to be prosecuted to the fullest extent of the Law and Offenders held liable for all attorney's fees arising from the illegal transfer of said *Premises*.

NOTICE is hereby given that Lien Debtor has thirty (30) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above obligations. Failures to rebut, deny, or otherwise prove any allegation will be constructed to be failure to rebut, deny, or otherwise prove all allegations.

Ledgering:

Ledgering in the instant matter is comprised solely of the value of the life-long labor of your Affiants Valued at the commercial rates of Five Million Dollars (\$5,000,000.00) in functional currency of The United States. For the violations of the United States Constitution and the Bill of Rights against Affiant Sylvia Williams by Offenders John C. Clarke, Marlon Thomas, Gillian Shepherd, New Century Mortgage, Maurice Dicks,

Paredium Investment Group AKA Epiphany Home Saving, Patrick Mullins, Moberg and Associates, Wilson's Law Firm (Ernest E. Wilson, Esq.), McPherson Taylor LLP (Emani Taylor), NIDANI LLC AKA Decatur Properties and all Agents, John and Jane Doe's 1-12 described in the "allegations" above is under 18 USC241, **Conspiracy Against the Rights of Citizens.**

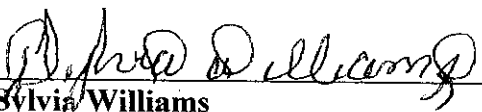
"If two or more persons conspire to injure, threaten, or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by Constitution or Laws of The United States, or because of his having so exercised the same; - they shall be fined not more than \$10,000 or imprisoned not more than 10 years, or both: and if death results they shall be subject to imprisonment for any term of years or for life".

Fixtures affixed to all real property titled in the name of the Respondents or under the jurisdiction of the Respondents; all motor vehicles registered with any state Department of Licensing/Motor Vehicles in the name of the Respondents; all accounts receivable; all bank accounts, pass books; saving certificated; inventories; stock certificates; promissory notes or any other evidence of indebtedness owned by or in the possession or control of Respondents; patent(s), copyrights(s) and all other contract interest; all mineral and water rights; all tangible and intangible property; all domestic furnishings; office equipment; road working equipment; educational equipment and all other property that may come under the control of the Respondent(s).

Surety: Surety for the value of this Affidavit of Obligation/ Commercial Lien is;
70 Herkimer Street, Brooklyn, NY 11216
ENTIRE Block: 1865 Lot: 41

The surety/property utilized to guarantee the payment of this commercial lien is the operational/commercial bonds of the Lien Debtors. If the bond(s) of the Lien Debtors is/are insufficient for coverage the payment(s) the assets of the Lien Debtors will be utilized as follows: all the real and moveable property and bank and savings accounts and of the Lien Debtor except wedding rings, keepsakes, family photographs, diaries, journals, etc., and the property normally exempted in the lien process (includes survival provisions).

I, Affiant Sylvia Williams, certify on my own full commercial liability that I have read the above affidavit and do know the contents to be true, correct and complete, and not misleading, the truth, the whole truth, and nothing but the truth, and do believe that the above described acts have been committed contrary to law.


Sylvia Williams
70 Herkimer St. Apt. 2
Brooklyn, NY 11216

On this date, June 12 2013, a woman who identified herself as Sylvia Williams appeared before me, a Notary, and attested to the truth of this affidavit with her signature.


NOTARY PUBLIC

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

EXHIBIT -14

S. Williams Qualified Written Request

From: Sylvia Williams
John & Jane Doe's 1-12, et. al
70 Herkimer Street,
Brooklyn, New York 11216

Date: 4/20/13

Certified Mail # 7012 292000010839 4967

To: Darmin Bachu, Esq
C/o PIM Equities Inc.
127-21 Liberty Avenue
Richmond Hills, NY 11419

Dear Sir(s):

I received in my five letters from you, addressed to John Doe and Jane Doe, 70 Herkimer Street, Brooklyn, NY 11216 (basement floor, 1st floor, 2nd floor, 3rd floor, 4th floor) ; none with a certified mailing receipt attached, dated March 21, 2013, received on March 31st, 2013, being your **"NOTICE TO TENANT ON NON-RENEWAL OF LEASE, TERMINATION OF TENANCY AND INTENTION TO RECOVER POSSESSION (30) DAY NOTICE"** advising me of the following:

- That the undersigned landlord elects to terminate my tenancy/occupancy described as all rooms of the above described Premises now allegedly held by me and John & Jane Doe's 1-12, et. al, under monthly hire;
- That unless I remove from said Premises on or before April 30th, 2013, the Landlord/Owner will commence eviction/ejectment proceedings to recover possessions of said Premises and to remove tenants from said Premises for the holding over after the expiration of all John Doe and Jane Doe's term, and will demand the alleged value of John Doe and Jane Doe's use and occupancy of the premises during such holding over;

This is my official notice to you that **'I am accepting your "NOTICE TO TENANT ON NON-RENEWAL OF LEASE, TERMINATION OF TENANCY AND INTENTION TO RECOVER POSSESSION (30) DAY NOTICE" for its full value, with conditional demands and stipulations for proof of verification and validation of said Ownership, to prove jurisdiction to proceed'**, regarding any and all attempted eviction/ejectment proceedings.

This communication serves as lawful demand and notice that I am requesting you provide me with the documents and answers to the following enumerated inquiries. Please produce, deliver, and provide me with complete verified and validated documents for this proceeding to enable me to identify the authenticity and validity from which this instant Thirty Day Notice is based.

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**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT ,
AND VALIDATION OF DEBT LETTER, TILA REQUEST**

**This letter is a "qualified written request" for compliance with and
under the New York State Real Property Laws 1909, Chap. 52 in
seq. and Article 7**

Dear PIM Equities Inc.:

I hereby demand absolute 1st hand evidence from you of the original certificated agreement or contract in regards to my alleged monthly hiring/rental. In the event you do not supply me with the certificated agreement or contract, it will be a positive confirmation on your part that you never really created or owned one, and that any reference to any contract/occupancy agreement hereinafter is alleged (fraudulent and criminal) ab-initio.

I also hereby demand that the alleged contract/occupancy agreement for the occupancy of said premises be promptly sent to me as well. Absent the actual evidence of the alleged contract/occupancy agreement I have no choice but to dispute or conclude as fraudulent the validity of your alleged lawful ownership, funding, entitlement right, and the current Ownership you allegedly say you have and how it was obtained if or when you commence holdover proceedings. By claiming Ownership you, PIM Equities, Inc., alleged Landlord have claimed said debt of Lynnae Savage and have interfered in a Federal Claim which by law must be settled prior to all acquisitions of new ownership. By debt I am referring to the value of my use and occupancy during such holdover proceedings. In the event of any such debt is inquired by you I demand a document calculating escrow payment and any fees claimed to be owed by me to any trust or entity (LLC) you may service or sub-service for.

To independently validate your Ownership, I need to conduct a complete exam, audit, review and accounting of this alleged contract/occupancy agreement under monthly hiring accumulated from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit-reporting agencies, and/or the commencement of any collection processes and/or any judicial actions until you respond to each of the requests.

I also request that you conduct your own investigation and audit of this and any accumulated transactions since its inception to validate the alleged Ownership you currently claim you have. I demand you validate the alleged Ownership so that it is accurate to the letter!

Do not rely on previous servicing companies or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

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I understand that potential abuses by you and your manager, POA could have deceptively, wrongfully, unlawfully, and/or illegally:

- Committed **fraud** by falsifying documents, participating in a scheming conspiracy of untruths and misrepresentations;
- Committed **malfeasance of office** by conspiring with Agents, alleged mortgage companies, (foreign alien hostile agents and cohorts, agents and assigns); deliberately, knowingly, and willfully violating the rights of Sylvia Williams and are not guilty of misconduct in office, whether public or private
- Committed **grand theft** with stolen monies or damages totaling over \$400 under a guise of evictions, and conversions;
- Participated in a **conspiracy**. By the joint efforts of all Agents, cohorts, Respondents or Offenders, they participated in a unlawful or criminal act;
- Committed racketeering which is a combination of the above mentioned crimes. Title 18 United States Codes Section 1961 (RICO) defines it as involving a host of patterned criminal actions that includes but not limited to an act or threat of murder, kidnapping, gambling, arson, as in the instant case robbery, bribery, extortion, fraud, slavery, etc.

I request you insure that I have not been/or is being the victim of a deceptive bait and switch, one-stop shop methods, property flipping, real estate racketeering practices.

To insure this, I have authorized a thorough review/examination of perfected UCC-1 filing #201211138397547 dated November 13, 2012 and 201303298131264 dated March 29, 2013 in which PIM Equities Inc., alleged Landlord, has been added as a debtor. After your thorough review/examination of this filing I request that you validate the following:

- A) That there is not a perfected UCC-1 filed in the Department of Finance in Kings County;
- B) That there is not a perfected UCC-1 filed in the Department of State in Kings County;
- C) That the perfected UCC-1 is not Apostilled with the Department of State in Kings County making Apostille a Federal Claim;
- D) That Gillian Shepherd and Lynn Savage (listed as Offenders/Debtors) did not conspire with others to defraud Sylvia Williams by committing embezzlement, racketeering, fraud, extortion, theft, and unlawful conversion of said Premises;
- E) That Gillian Shepherd and Lynn Savage (listed as Offenders/Debtors) did not conspire with others, with willfulness, contumaciousness, or bad faith conspired and used malicious, clandestine one stop shop methods, breach of constructive trust, predatory lending and real estate fraud, and a fraudulent bailout or foreclosure avoidance scheme to defraud Sylvia Williams of said Premises.;

F) That Gillian Shepherd and Lynn Savage by such wrongful action did not act with malfeasance of office by conspiring with Agents, alleged mortgage companies, (foreign alien hostile agents and cohorts, agents and assigns); deliberately, knowingly, and willfully violating the rights of Sylvia Williams and are not guilty of misconduct in office, whether public or private;

G) That by taking on the responsibility of new alleged Landlord/Owner; you have interfered with a Federal Claim and have inquired the debt committed by Gillian Shepherd and Lynn Savage regarding said *Premises*;

H) That by taking on the responsibility of new alleged Landlord/Owner you are aware that Sylvia Williams does not have a perfected UCC-1 Lien that cannot be adjudicated in State Court;

I) That Gillian Shepherd and Lynnae Savage along with Agents , cohorts and alleged companies are not in default due to no rebuttal regarding the Affidavit of Obligation Commercial Lien dated December 28th, 2012, mailed to all Lien Debtors/Offenders January 3rd, 2013 via certified mail;

J) That Gillian Shepherd and Lynnae Savage along with Agents , cohorts and alleged companies are not in default due to no rebuttal regarding the Verified Notice of Default dated January 25th, 2013, mailed to all Lien Debtors/ Offenders January 31st, 2013 via certified mail;

K) That PIM Equities knows that filing a false claim for non-existent alleged landlord tenant contract is a violation of Federal Law punishable by fine and/or imprisonment;

L) That Gillian Shepherd, Lynnae Savage, and other Offenders/Debtors are not obligated to perfected UCC-1 Lien file # 20110201211138397547 dated November 13, 2012 and 201303298131264 dated March 29, 2013, amount of perfected UCC-1 Lien \$5,000,000.00 (five million dollars) to pay off debt in order to release property over;

M) That as of the date of this notice, the documentation, contracts/deeds has been filed with the Department of State and the Depart of Finance regarding transaction of new Ownership and is a public record.

I request that you validate that I, Sylvia Williams do not have any contracts with any utility companies, for the instant property.

Again, this is a Qualified Written Request for compliance with and under the New York State Real Property Laws 1909, Chap. 52 in seq. and Article 7 as well as a request under the Fair Debt Collections Practices Act. (FDCPA), 15 U.S.C. 1692 et seq., Federal RICO Act Laws provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within **(10) ten** days of its receipt.

In order to conduct the examination and audit of this alleged contract/ownership agreement, I need to have full and immediate disclosure including copies of all pertinent information regarding this alleged contract/ownership agreement. The documents requested and answers to my questions are needed by me and others to ensure that this alleged contract/ownership agreement:

1-Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Practices Act, New York Real Property Laws (NYRPL), DHCR, HPD, Section 8, New York Department of State LLC Compliance Law, and other laws;

2-That the origination and/or any contract or transfer of this alleged contract/ ownership agreement account or monetary instrument, was conducted in accordance with proper laws and was a lawful contract with complete disclosure to all parties with an interest;

3-That you disclose the claimed holder in due course of the alleged contract/ownership agreement/asset that is holding such debt allegations in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

4-That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me, including but not limited to the period commencing with the original alleged contract/ownership agreement through and including any parties, instruments, assignments, letters of transmittal, and any subsequent transfer thereof;

5-That each servicers and/or sub-servicers of this alleged contract/occupancy agreement has serviced this alleged contract/ownership agreement in accordance with statute, laws and the terms of alleged contract/ownership agreement, monetary instrument/deed of trust, including but not limited to all accounting or bookkeeping entries commencing with the original alleged contract/ownership agreement solicitation through and including any date;

4-Any and all "Servicing Agreement(s)" between the nominal lessor at the alleged contract/ownership agreement and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

5-Any and all "Custodial Agreement(s)" between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an nterest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

6-Any and all "Master Lease to Purchasing Agreement(s)" between the nominal lessor at the alleged contract/ownership agreement and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

7-Any and all "Issuer Agreement(s)" between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

8-Any and all "Commitment to Guarantee" agreement(s) between the nominal lessor at the alleged contract/ownership signing and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

9-Any and all "Release of Document" agreement(s) between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/occupancy agreement or documents pertaining thereto and any GSE or other party;

10-Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/ownership or documents pertaining thereto and any GSE or other party;

11-Any and all "Servicer's Escrow Custodial Account" between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

12-Any and all "Release of Interest" agreement(s) between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/ownership agreement or documents pertaining thereto and any GSE or other party;

13-Any Trustee agreement(s) between the nominal lessor at the alleged contract/ownership agreement signing and any party or parties who could claim an interest in the alleged contract/occupancy agreement or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party;

Please also send me copies, front and back, of:

1-Any documentation evidencing any trust relationship regarding the alleged Contract/Ownership Agreement /Deed of Trust and any Note in this matter;

2-Any and all document(s) establishing any Trustee of record for the Contract/Ownership Agreement /Deed of Trust and any Note;

3-Any and all document(s) establishing the date of any appointment of alleged Trustee Contract/ Ownership Agreement /Deed of Trust and any Note, including any and all assignments or transfers or nominees of any substitute trustees(s);

4-Any and all document(s) establishing any Grantor for this Contract/Ownership /Deed of Trust and any Note;

5-Any and all document(s) establishing any Grantee for this Contract/Ownership Agreement /Deed of Trust and any Note;

6-Any and all document(s) establishing any Beneficiary for this Contract/Ownership Agreement / Deed of Trust and any Note;

7-Any documentation evidencing the Contract/Ownership Agreement /Deed of Trust is not a constructive trust or any other form of trust;

8-All data, information, notations, text, figures and information contained in your alleged contract/ownership agreement servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar alleged contract/ownership agreement servicing software used by you, any servicers, or sub-servicers of this alleged contract/ownership agreement account from the inception of this account to the date written above.

9-All descriptions and legends of all Codes used in your alleged contract/ownership agreement servicing and accounting system so the examiners and auditors and experts retained to audit and review this alleged contract/ownership agreement account may properly conduct their work.

10-All assignments, transfers, along, or other documents evidencing a transfer, sale or assignment of this alleged contract/ownership agreement, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignment on SEC.

11-All records, electronic or otherwise, of assignments of this alleged contract/ownership agreement monetary instrument or servicing rights to this alleged contract/ownership agreement including any such assignments on SEC.

12-All deeds in lieu of modifications to this contract/ownership agreement, monetary instrument or deed of trust from the inception of this account to the present date.

13-The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.

14-All escrow analyses conducted on this account from the inception of this account until the date of this letter.

15-The front and back of each and every canceled check, draft or debit notice issued for payment of signing costs, fees and expenses listed on any and all disclosure statements

including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

16-The front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

17-All letters, statements and documents sent to me by your company.

18-All letters, statements and documents sent to me by agents, attorneys or representatives of your company.

19-All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.

20-All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this alleged contract/ownership agreement from the inception of this account to the present date.

21-All electronic transfers, assignments and sales of the alleged note/asset, alleged contract/ownership agreement, deed of trust or other security instrument.

22-All copies of property inspection reports, appraisals, BPOs (Broker Price Opinions) and reports done on my alleged contract/ownership agreement property.

23-All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this contract/ownership agreement account from the inception of this alleged contract/ownership account to the present date.

24-All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this alleged contract/ownership agreement account from the inception of this account to the present date.

25-All agreements, contracts and understandings with vendors that have been paid for any charge on this alleged contract/ownership agreement account from the inception of this alleged contract/occupancy agreement account to the present date.

26-All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this alleged contract/ownership agreement account from the inception of this account to the present date.

27-All account servicing transaction records, ledgers, registers and similar items detailing how this contract/ownership agreement account has been serviced from the inception of this alleged contract/occupancy agreement account to the present date.

Further, in order to conduct the audit and review of this alleged contract/ownership agreement account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this alleged contract/ownership agreement account from its inception to the present date. Accordingly, please provide me, in writing, the answers to the following questions:

In regards to Account Accounting and Servicing Systems:

1-Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this alleged contract/ownership agreement account to the present date so that experts can decipher the data provided.

2-For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this alleged contract/ownership agreement account to the present date, please provide the name and address of the company that designed and sold the system.

3-For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this contract/ownership agreement account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this alleged contract/ownership agreement account.

In regards to Debits and Credits:

1-In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this alleged contract/ownership agreement account from the date such credit was posted to this alleged contract/ownership agreement account as well as the date any credit was received.

2- In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this alleged contract/ownership agreement account from the date such debit was posted to this alleged contract/ownership agreement account as well as the date any debit was received.

3-For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize.

4-For each transaction code, please provide the master transaction code list used by you or previous servicers.

In regards to Security (lease) and Assignments:

1-Has each sale, transfer or assignment of this alleged contract/ownership agreement, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my alleged contract/ownership agreement e property is located from the inception of this account to the present date? Yes or No?

2-If not, why?

3-Is you or any company of yours the servicer of this alleged contract/ownership agreement account or the holder in due course and beneficial owner of this alleged contract/ownership agreement, monetary instrument and/or deed of trust?

4-Have any sales, transfers or assignments of this alleged contract/ownership agreement, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as SEC or other internal or external recording system from the inception of this alleged contract/ownership agreement account to the present date? Yes or No?

5-If yes, please detail for me the names of the seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any alleged note, alleged contract/ownership agreement, deed of trust or security instrument I executed securing the obligation on this alleged contract/ownership agreement account that was not recorded in the county records where my alleged contract/occupancy agreement property is located whether they be contract/ownership agreement servicing rights or the beneficial interest in the principal and interest payments.

In regards to Attorney Fees:

For purposes of the questions below dealing with attorney fees, please consider attorney fees and legal fees to be one in the same.

1-Have attorney fees ever been assessed to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date? Yes or No?

2-If yes, please detail each separate assessment, charge and collection of attorney fees to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date and the date of such assessments to this alleged contract/ownership agreement account.

3-Have attorney fees ever been charged to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date? Yes or No?

4- If yes, please detail each separate charge of attorney fees to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date and the date of such assessments to this alleged contract/ownership agreement account.

5- Have attorney fees ever been collected from this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date? Yes or No?

6- If yes, please detail each separate collection of attorney fees to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date and the date of such assessments to this alleged contract/ownership agreement account.

7- Please provide me with the name and address of each attorney or law firm that has been paid any fees or expenses related to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date.

8- Please identify for me in writing the provision, paragraph, section or sentence of any note, alleged contract/ownership agreement, deed of trust or any agreement I signed that authorized the assessment, charge or collection of attorney fees.

9- Please detail and list for me in writing each separate attorney fee assessed from this alleged contract/ownership agreement account and for which each corresponding payment period or month such fee was assessed from the inception of this alleged contract/ownership agreement account to the present date.

10- Please detail and list for me in writing each separate attorney fee collected from this alleged contract/ownership agreement account and for which each corresponding payment period or month such fee was collected from the inception of this alleged contract/ownership agreement account to the present date.

11- Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reason for such adjustment.

12- Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.

13- Has interest been charged on any attorney fees assessed or charged to this alleged contract/ownership agreement account? Yes or No?

14- Is interest allowed to be assessed or charged on attorney fees charged or assessed to this alleged contract/ownership agreement account? Yes or No?

15- How much total in attorney fees have been assessed to this alleged contract/ownership agreement account from the inception to the present date?

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16-How much total in attorney fees have been collected from this alleged contract/ownership agreement account from the inception to the present date?

17-How much total in attorney fees have been charged to this alleged contract/ownership agreement account from the inception to the present date?

18-Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this alleged contract/ownership agreement account from the inception to the present date.

In regards to Suspense/Unapplied Accounts:

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

1-Has there been any suspense or unapplied account transactions on this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account until the present date? Yes or No?

2-If yes, please explain the reason for each and every suspense transaction that occurred on this alleged contract/ownership agreement account. If no, please skip the questions in this section dealing with suspense and unapplied accounts.

3-In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date.

In regards to Property Inspections:

For the purpose of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

1-Have any property inspections been conducted on my alleged contract/ownership agreement property from the inception of this alleged contract/ownership agreement account to the present date? Yes or No?

2-If your answer is no, you can skip the rest of the questions in this section concerning property inspections.

3-If yes, please tell me the date of each property inspection conducted on my alleged contract/ownership agreement property that is the secured interest for this lease, or ownership agreement.

4-Please tell me the price charged for each property inspection.

5-Please tell me the date of each property inspection.

6-Please tell me the name and address of each company and person who conducted each property inspection on my alleged contract/ownership agreement property.

7-Please tell me why property inspections were conducted on my alleged contract/ownership agreement property.

8-Please tell me how property inspections are beneficial to me.

9-Please tell me how property inspections are protective of my alleged contract/occupancy agreement property.

10-Please explain to me your policy on property inspections.

11-Do you consider the payment of inspection fees as a cost of collection? Yes or No?

12-If yes, why?

13-Do you use property inspections to collect debts? Yes or No?

14-Please identify for me in writing the provision, paragraph, section or sentence of any note, alleged contract/ownership agreement, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.

15-Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?

16-If yes, why?

17-Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

18-If yes, why?

19-Please detail and list for me in writing each separate inspection fee assessed to this alleged contract/ownership agreement account and for which corresponding payment period or month such fee was assessed from the inception of this alleged contract/ownership agreement account to the present date.

20- Please detail and list for me in writing each separate inspection fee collected from this alleged contract/ownership agreement account and for which corresponding payment period or month such fee was collected from the inception of this alleged contract/ownership agreement account to the present date.

21-Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment?

22- Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment?

23-Has interest been charged on any inspection fees assessed or charged to this alleged contract/occupancy agreement account? Yes or No?

24-If yes, when and how much was charged?

25-Is interest allowed to be charged on inspection fees charged or assessed to this alleged contract/occupancy agreement account? Yes or No?

26-How much total in inspection fees has been assessed to this alleged contract/ownership agreement account from the inception of this alleged contract/occupancy agreement account to the present date?

27-How much total in inspection fees has been collected on this alleged contract/ownership agreement account from the inception of this alleged contract/occupancy agreement account to the present date?

28-Please forward to me copies of all property inspections made on my alleged contract/ownership agreement property in this alleged contract/occupancy agreement account file.

29-Has any fee charged or assessed for property inspections been placed into an escrow account? Yes or No?

In regards to BPO Fees:

1-Have any BPOs (Broker Price Opinions) been conducted on my alleged contract/ownership agreement property? Yes or No?

2- If your answer is no, you can skip the rest of the questions in this section concerning BPOs.

3-If yes, please tell me the date of each BPO conducted on my alleged contract/ownership agreement property that is the secured interest for this security (lease), deed of trust or note.

4-Please tell me the price of each BPO.

5-Please tell me who conducted the BPO.

6-Please tell me why BPOs were conducted on my alleged contract/ownership agreement property.

7-Please tell me how BPOs are beneficial to me.

8-Please tell me how BPOs are protective of my alleged contract/ownership agreement property.

9-Please explain your policy on BPOs.

10-Have any BPO fees been assessed to this alleged contract/ownership agreement account? Yes or No?

11-If yes, how much in total BPO fees have been charged to this alleged contract/ownership agreement account?

12-Please identify for me in writing the provision, paragraph, section or sentence of any alleged note, alleged contract/ownership agreement, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee from me.

13-Please send to me copies of all BPO reports that have been done on my alleged contract/ownership agreement property.

14-Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

In regards to Servicing:

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this alleged contract/ownership agreement account from its inception to the present date.

1-Did the originator or your servicers of this alleged contract/ownership agreement account have any financing agreements or contracts with you or an affiliate of your company?

2-Did the originator or your servicers of this alleged contract/ownership agreement account have any financing agreements or contracts with you or an affiliate of your company?

3-Did the originator or your servicers of this alleged contract/ownership agreement account receive any compensation, fee, commission, payment, rebate or other financial consideration from you or affiliate of you for handling, processing, originating or administering this alleged contract/ownership agreement account? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or

other financial consideration paid to the originator of this alleged contract/ownership agreement account by you or any affiliate.

4-Please identify for me where the original of this entire alleged contract/ownership agreement account file is currently located and how it is being stored, kept and protected.

5-Where is the original monetary instrument or alleged contract/ownership agreement I signed located? Please describe its physical location and anyone holding this alleged contract/ownership agreement as a custodian or trustee if applicable.

6-Where is the original deed of trust or alleged contract/ownership agreement I signed located? Please describe its physical location and anyone holding this alleged contract/ownership agreement as a custodian or trustee if applicable.

7-Since the inception of this alleged contract/ownership agreement account, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.

8-Since the inception of this alleged contract/ownership agreement account, has there been any assignment of the deed of trust or alleged contract/ownership agreement to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.

9- Since the inception of this alleged contract/ownership agreement account, has there been any sale or assignment of the servicing rights to this alleged contract/ownership agreement account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments or sale.

10-Since the inception of this alleged contract/ownership agreement account, have any sub-servicers serviced any portion of this alleged contract/ownership agreement account? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this alleged contract/ownership agreement account.

11-Has this alleged contract/ownership agreement account been made a part of any alleged contract/ownership agreement pool since the inception of this alleged contract/occupancy agreement account? If yes, please identify for me each and every alleged contract/ownership agreement account pool that this alleged contract/ownership agreement account has been a part of from the inception of this alleged contract/ownership agreement account to the present date.

12-Has each and every assignment of my asset/monetary instrument been recorded in the **county land records** where the property associated with this alleged contract/ownership agreement account is located?

13-Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this security (lease) account from the inception of this alleged contract/ownership agreement account to the present date.

14-Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this alleged contract/ownership agreement account from the inception of this alleged contract/ownership agreement account to the present date.

15-How much was paid for this individual alleged contract/ownership agreement account by you?

16-If part of an alleged contract/ownership agreement pool, what was the principal balance used by you to determine payment for this individual alleged contract/ownership agreement account?

17-If part of an alleged contract/ownership agreement pool what was the percentage paid by you of the principal balance above used to determine purchase of this individual alleged contract/ownership agreement account?

18-Who did you issue a check or payment to for this alleged contract/ownership agreement account?

19-Please provide me with copies of the front and back of the canceled check.

20-Did any investor approve of the foreclosure/eviction of my alleged contract/occupancy agreement property? Yes or No?

21-Has HUD assigned or transferred foreclosure/ eviction rights to you as required by 12 USC 3754?

22-Please identify all persons who approved the foreclosure/ eviction of my alleged contract/ownership agreement property.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional "Qualified Written Request letter", as well as a request under the Fair Debt Collections Practices Act. (FDCPA), 15 U.S.C. 1692 et seq.

Copies of this Qualified Written Request, Validation of Debt, FDCPA, and request for accounting and legal records, Dispute of Debt letter are being sent to NY State Attorney General, DHCR, Department of Buildings and Code Enforcement, HPD and all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my hope that you answer this FDCPA request in accordance with law and the questions, documents and validation of debt to the penny and correct abuses or schemes uncovered and documented.

Default Provisions under this QUALIFIED WRITTEN REQUEST

DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al or any agents, transfers, or assigns omissions of or agreement by silence of this FDCPA REQUEST via certified rebuttal of any and all points herein this FDCPA REQUEST, agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all alleged right, title and interest (claims) on **Sylvia: Williams** or any property or collateral connected to **Sylvia: Williams** or perfected UCC-1 # **201211138397547 dated November 13, 2012 and 201303298131264 dated March 29, 2013** and waives any and all immunities or defenses in claims and or violations agreed to in this FDCPA REQUEST including but not limited by any and all:

1- **Sylvia: Williams** right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding any and all power of attorney or **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al** may have or may have had in connection with perfected UCC-1 # **201211138397547 dated November 13, 2012 and 201303298131264 dated March 29, 2013** and any property and/or real estate connected with perfected account UCC-1 # **201211138397547**.

2- **Sylvia: Williams's** right to have any certificated or uncertificated security re-registered in **Sylvia: Williams**, and only **Sylvia: Williams** name.

3- **Sylvia: Williams** right of collection via **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al's** liability insurance and/or bond.

4- **Sylvia: Williams** entitlement in filing and executing any instruments, as power of attorney for and by **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al**, including but not limited by a new certificated security or any security agreement perfected by filing a perfected UCC Financing Statement with the Secretary of State in the State where **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al** is located.

5- **Sylvia: Williams** right to damages because of **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al** wrongful filing, registration, breach of intermediary responsibility with regard to **Sylvia: Williams** asset by **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al** issuing to **Sylvia: Williams** a certified check for the original value of **Sylvia: Williams** monetary instrument.

6- **Sylvia: Williams s** right to have perfected UCC-1 # **201211138397547 dated November 13, 2012 and 201303298131264 dated March 29, 2013** completely set off because **DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al's** wrongful

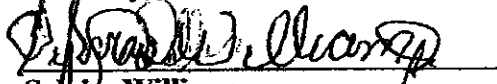
filing, registration, breach of intermediary responsibility with regard to **Sylvia: Williams** monetary instrument/asset by DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al sending confirmation of set off of wrongful liability of **Sylvia: Williams** and issuing a certified check for the difference between the original value of **Sylvia: Williams** monetary instrument/asset and what **Sylvia: Williams** mistakenly sent to various agencies as a payment for such wrongful liability.

DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this RESPA REQUEST in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as appointed agent for DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al, duly signed by a current and duly sworn under oath. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within **ten (10) days**. **When no verified rebuttal** of this RESPA REQUEST is made in a timely manner, a "Certificate of Non-Response" serves as DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al's judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: When DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al fails by not rebutting to any part of this RESPA REQUEST DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al agrees with the granting unto **Sylvia: Williams** unlimited Power of Attorney and any and all full authorization in signing and endorsing DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al's name upon any instruments in satisfaction of the obligations of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligations of this agreement. Consent and agreement with this Power of Attorney by DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al waives any and all claims of **Sylvia: Williams** and/or defenses and remains in effect until the satisfaction of all obligations by DARMIN BACHU ESQ, C/O PIM EQUITIES INC., Etc., et al have been satisfied.

Without Prejudice, Reservation of Rights U.C.C. 1-308, & U.C.C. 1-207

Sincerely,



Sylvia: Williams

70 Herkimer Street, Apt 2
Brooklyn, NY 11216

Date: 4th April 2013

On this date, 20th April 2013, a woman who identified herself as **Sylvia Williams** appeared before me, a Notary, and attested to the truth of this affidavit with her signature.


NOTARY PUBLIC

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

)ss

COUNTY OF KINGS)

I, Deborah Shaw, being duly sworn, depose and say on 13 day of June, 2013 despondent served by **CERIFIED MAIL** the attached;

1. **QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST** dated April 20, 2013 and filed with the Kings County Clerk's Office June 12, 2013,
2. **VERIFIED NOTICE OF DEFAULT** dated June 10, 2013
3. **NOTICE AND CLAIM OF COMMERCIAL LIEN By WRIT OF ATTACHMENT** both dated and filed with the Kings County Clerk's Office June 12, 2013,
4. **AFFIDAVIT SUPPORTING NOTICE AND CLAIM OF COMMERCIAL LIEN By WRIT OF ATTACHMENT** both dated and filed with the Kings County Clerk's Office June 12, 2013,
5. **CIVIL COURT OF THE CITY OF NY, COUNTY OF KINGS-BROOKLYN HOUSING PART, Index # 73405/13 – NOTICE OF RESPONSE OF MOTION TO AMEND AND NOTICE OF PETITION AND PETITION** dated June 10, 2013, and filed with the Kings County Clerk's Office June 12, 2013,

on behalf of Sylvia Williams upon:

Darmin Bachu Esq, C/O PIM Equities Inc. – 127-21 Liberty Avenue, Richmond Hills, NY 11419
Ron Borovinsky

by placing a true complete copy of solid documents in a properly addressed envelope with sufficient postage applied and then placing said envelope in the custody of the **US Postal Service** within **Kings County**.

Deborah Shaw
Sign

Sworn to-me this 13 day of JUNE, 2013

Jacky Wong
Notary Public

JACKY WONG
Notary Public - State of New York
No. 01WC6244899
Qualified in Kings County
My Commission Expires July 11, 2015

EXHIBIT -15

UCC-FINANCING STATEMENTS

Proof of Mailing

426679

2013 Jul 09 PM04:26

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Sylvia Williams (917) 485-5421	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Savage		FIRST NAME Lynnae	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 232 Elizabeth Street, Apt 5a		CITY New York	STATE NY	POSTAL CODE 10022
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	
ADDL INFO RE ORGANIZATION DEBTOR			1g. ORGANIZATIONAL ID #, if any NONE	
			<input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME Darmin Bachu, ESQ-C/O Pim Equities-Ron Borovinsky				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 127-21 Liberty Avenue		CITY Richmond Hills	STATE NY	POSTAL CODE 11419
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
ADDL INFO RE ORGANIZATION DEBTOR		Attorney	New York	
			2g. ORGANIZATIONAL ID #, if any NONE	
			<input checked="" type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR/S) - insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME Williams		FIRST NAME Sylvia	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 70 Herkimer Street, Apt 2		CITY Brooklyn	STATE NY	POSTAL CODE 11216
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:
ALL FIXTURES equipment, machinery, inventory and items of personal property owned by ALL DEBTORS, herein attached that are unused in connection with the operation of real estate described in this filing and all payments, rights, title, and interest, in and to ALL DEBTORS current and future accounts receivables, general intangibles accounts, contracts rights, leases, chattel papers and other rights of debtor to the receipt of money of every nature type and description whether new owning to the debtors or herein after arising, and all cash prices of the foregoing, whether now own or herein after acquired, without limitation, made on behalf of ALL DEBTORS equaling a total debtiness detailed in Secured Party's supporting documents on UCC-1 CRFN 2010000303816, and on File #'s 201211138397547, 201303168112344, 201303298131264, 201303298131276, 201303298131353, 201303298131288, CLAIM OF LIEN, NOTICE and CLAIM of LIEN by WRIT of ATTACHMENT, and AFFIDAVIT SUPPORTING NOTICE and CLAIM of LIEN by WRIT OF ATTACHMENT that could affect the property known as 70 HERKIMER STREET, BROOKLYN, NY 11216, AKA BLOCK: 1865 LOT: 41

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record), (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL)	8. OPTIONAL FILER REFERENCE DATA				

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Filing Number-201307098281166

426679

2013 Jul 09 PM04:26

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME
Savage

FIRST NAME
Lynnae

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME
Shepherd

FIRST NAME
Gillian

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS
177-33 Ursula Road

CITY
Jamaica

STATE
NY

POSTAL CODE
11434

COUNTRY
USA

ADDL INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest).

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured Home Transaction — effective 30 years

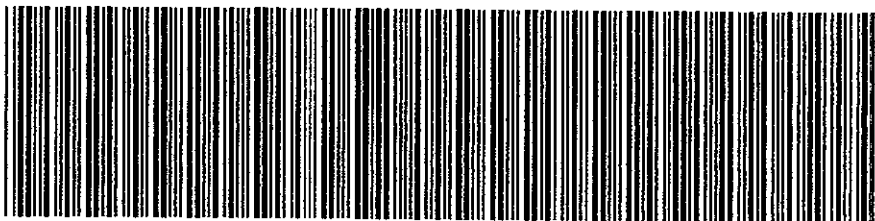
☐ Filed in connection with a Public Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC 1Ad) (REV. 05/22/02)

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**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2010090800320001001EFE28
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 6
Document ID: 2010090800320001
Document Date: 09-08-2010
Preparation Date: 09-08-2010
Document Type: INITIAL UCC1
FIXTURE FILING
Document Page Count: 4
PRESENTER:
**SYLVIA WILLIAMS
70 HERKIMER ST.
BROOKLYN, NY 11216**
RETURN TO:
**NORMAN HILL
1307 PACIFIC ST. APT 5C
BROOKLYN, NY 11216**
PROPERTY DATA

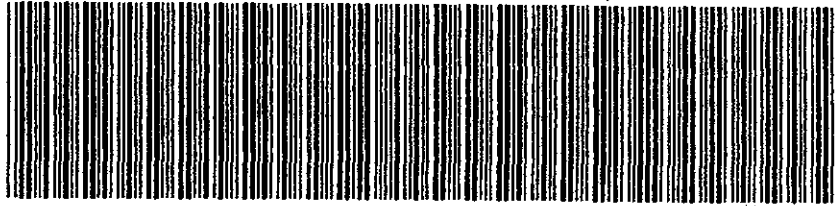
Borough	Block	Lot	Unit	Address
BROOKLYN	1865	41	Partial Lot	70 HERKIMER ST.
Property Type: DWELLING ONLY - 4 FAMILY				

CROSS REFERENCE DATA
CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____
PARTIES
DEBTOR:
**LYNNAE B. SAVAGE
70 HERKIMER ST.
BROOKLYN, NY 11216**
SECURED PARTY:
**SYLVIA WILLIAMS
70 HERKIMER ST.
BROOKLYN, NY 11216**
x Additional Parties Listed on Continuation Page
FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$		0.00
Taxable Mortgage Amount:	\$		0.00
Exemption:		NYC Real Property Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$		0.00
City (Additional):	\$	NYS Real Estate Transfer Tax:	\$ 0.00
Spec (Additional):	\$		0.00
TASF:	\$		0.00
MTA:	\$		0.00
NYCTA:	\$		0.00
Additional MRT:	\$		0.00
TOTAL:	\$		0.00
Recording Fee:	\$		40.00
Affidavit Fee:	\$		0.00


**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**
CITY OF NEW YORK
Recorded/Filed 09-09-2010 11:03
City Register File No.(CRFN):
2010000303816
City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2010090800320001001CFCA8

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 6

Document ID: 2010090800320001

Document Date: 09-08-2010

Preparation Date: 09-08-2010

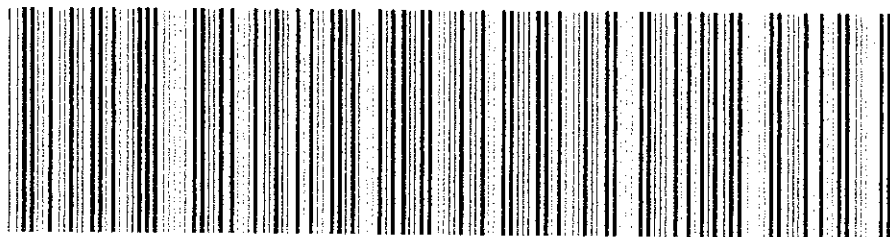
Document Type: INITIAL UCC1

PARTIES

SECURED PARTY:

**NORMAN HILL
1307 PACIFIC ST. APT 5C
BROOKLYN, NY 11216**

NYCDEPARTMENTOFFINANCE
OFFICEOFTHECITYREGISTER



2013062401632001004S3F9F

SUPPORTINGDOCUMENTCOVERPAGE

PAGE1OF1

DocumentID: 2013062401632001

DocumentDate:07-09-2012

PreparationDate:07-11-2013

DocumentType:UCC3 CONTINUATION

SUPPORTING DOCUMENTS SUBMITTED:

MISCELLANEOUS

PageCount
6

REMARKS:

Supporting documents:

* UCC Financing statements 201307098281166 *See collateral description*

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> Norman Hill 1307 Pacific St. Apt 5c Brooklyn, NY 11216 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Savage	FIRST NAME Lynnae	MIDDLE NAME B	SUFFIX	
1c. MAILING ADDRESS 70 Herkimer St.	CITY Brooklyn	STATE NY	POSTAL CODE 11216	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <div style="text-align: right;"><input type="checkbox"/> NONE</div>

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <div style="text-align: right;"><input type="checkbox"/> NONE</div>

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME Williams	FIRST NAME Sylvia	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 70 Herkimer St.	CITY Brooklyn	STATE NY	POSTAL CODE 11216	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures, equipment, machinery, inventory and items of personal property owned by Lynnae B. Savage, herein attached that are used in connection with the operation of the real estate described in this filing and all payments made in behalf of the debtor Lynnae B. Savage equaling a total indepthness of Three Million Dollars (3,000,000 USD) that could affect the property known as 70 Herkimer St. Bklyn NY 11216 A/K/A Block 1865 Lot 41

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
Hill	Norman			
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1307 Pacific St.	Brooklyn	NY	11216	USA

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction
☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on May
13, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

410643

2013 Mar 16 PM03:39

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Sylvia Williams (917) 405-5421	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201211138397547 Filedate: 13-NOV-12

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☒ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Downey Savings and Loan Association, F.A.

OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS 100 E. Old country Road	CITY Mineola	STATE NY	POSTAL CODE 11501	COUNTRY USA
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Banking	7f. JURISDICTION OF ORGANIZATION New York	7g. ORGANIZATIONAL ID #, if any
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME WILLIAMS	FIRST NAME SYLVIA	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA ATTORNEY'S COHN & ROTH - ATTORNEYS FOR DOWNEY SAVINGS AND LOAN ASSOC., F.A.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-201303168112344

163

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on May
13, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

412467

2013 Mar 29 PM05:49

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Sylvia Williams (917) 405-5421
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201211138397547 Filedate: 13-NOV-12

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☐ **CHANGE name and/or address:** Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE name:** Give record name to be deleted in item 6a or 6b. ☒ **ADD name:** Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).
6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME PIM Equities - Ron Borovinsky			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7c. MAILING ADDRESS PO Box 150057		CITY Brooklyn		STATE NY	POSTAL CODE 11415	COUNTRY USA
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Broker	7f. JURISDICTION OF ORGANIZATION New York	7g. ORGANIZATIONAL ID #, if any		
						<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral: ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME WILLIAMS	FIRST NAME SYLVIA	MIDDLE NAME
			SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-201303298131264

1159

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on May
13, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

412468

2013 Mar 29 PM05:57

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Sylvia Williams (917) 405-5421	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201211138397547 Filedate: 13-NOV-12

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☒ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME NIDANI LLC			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
7c. MAILING ADDRESS 161-15 130TH AVE		CITY JAMAICA	STATE NY
		POSTAL CODE 11439	COUNTRY USA
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION REALTOR/AGENT	7f. JURISDICTION OF ORGANIZATION New York
			7g. ORGANIZATIONAL ID #, if any 11439

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME WILLIAMS	FIRST NAME SYLVIA	MIDDLE NAME
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-201303298131276

167

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on May
13, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

412476

2013 Mar 29 PM07:58

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Sylvia Williams (917) 403-5421	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201211138397547 Filedate: 13-NOV-12

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☒ ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Northside Capital - Morias (Maurice Dicks)					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS 475 W. Merrick Road, Ste 202		CITY Valley Stream	STATE NY	POSTAL CODE 11580	COUNTRY USA
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Loan Consultant	7f. JURISDICTION OF ORGANIZATION New York	7g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME WILLIAMS	FIRST NAME SYLVIA	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-201303298131353

169

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on May
13, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

412469

2013 Mar 29 PM06:02

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Sylvia Williams (917) 405-5421	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Williams, Sylvia 70 Herkimer Street, Apt 2 Brooklyn, NY 11216, USA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201211138397547 Filed date: 13-NOV-12

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR				
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. See Collateral Attachment				

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR			
9b. INDIVIDUAL'S LAST NAME W		FIRST NAME SYLVIA	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Filing Number-201303298131288

171

ALL FIXTURES, equipment, machinery, inventory, and items of personal property owned by ALL DEBTORS, herein attached that are unused in connection with the operation of the real estate described in this filing and all payments, rights, title, and interest, in and to ALL DEBTORS current and future accounts receivables, general intangibles accounts, contracts rights, leases, chattel papers and other rights of debtor to the receipt of money of every nature type and description whether now owing to the debtors or hereinafter arising, and all cash and non cash prices of the foregoing, whether now own or herein after acquired, without limitation, made on behalf of ALL DEBTORS equaling a total indebtedness detailed in Secured Party's supporting documents (Affidavit of Obligation, Verified Notice of Default, True Bill, Notice of Commercial Lien, Claim of Lien, Notice and Claim of Lien by Writ of Attachment, and Affidavit Supporting Notice and Claim of Lien by Writ of Attachment that could affect the property known as 70 HERKIMER STREET, BROOKLYN, NY 11216, ENTIRE Block: 1865 Lot: 41

ALL DEBTORS, J & J REAL ESTATE (JOHN CLARKE), 68 Herkimer Street, Brooklyn, NY 11216, HERKIMER REALTIES (JOHN C. CLARKE), 68 Herkimer Street, Brooklyn, NY 11216, PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), 2158 Dean Street, Brooklyn, NY 11233, AREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), 12 Oakdale Drive, Westbury, LI 11590; and P.O. Box 258382, Brooklyn, NY 11225, GILLIAN SHEPHERD, 177-33 Ursula Road, Jamaica, NY 11434, NEW CENTURY MORTGAGE (MAURICE DICKS), P.O. Box 14700, Los Angeles, CA 90051-4700, NIDANI LLC, 161-15 130th Avenue, Jamaica NY 11439, DECATUR PROPERTIES LLC (PATRICK MULLINS), 55 Decatur Street, Brooklyn, NY 11233, MOBERG & ASSOCIATES, 333 Earle Overton Blvd #103, Uniondale, NY 11553-3645, MULLHOLAND & NAPP, LLP, 641 Lexington Avenue, 27th Floor, New York, NY 10022-4503, ALBERT H. BARKLEY, Esq., Cooper Station P.O. Box 1012, New York, NY 10276-1012, LYNNAE SAVAGE, 232 Elizabeth Street, New York, NY 10022, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), 385 Remsen Avenue, Brooklyn, NY 11212, MCPHERSON TAYLOR LLP (EMANI TAYLOR), 244 5TH Avenue, Suite C227, New York, NY 10001, EMANI TAYLOR, 246 Decatur Avenue, Brooklyn, NY 11212, COHN & ROTH - C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., 100 E. Old Country Road, Mineola, NY 11501, SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES, P.O. Box 150057, New Gardens, NY 11415, IDEAL PROPERTY, (RON BOROVINSKY) 116-55 Queens Blvd., Suite 206, Forest Hills, NY 11375, and JOHN & JANE DE'S 1-12, et. al.,

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STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
January 11, 2013.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

438367

2012 Nov 13 PM08:47

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Sylvia Williams

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Williams, Sylvia
70 Herkimer St.
Brooklyn, NY 11216, USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME J & J Real Estate

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS 68 Herkimer St

CITY Brooklyn

STATE NY

POSTAL CODE 11216

COUNTRY USA

ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
Real Estate1f. JURISDICTION OF ORGANIZATION
New York2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME Savage

FIRST NAME Lynnae

MIDDLE NAME B

SUFFIX

2c. MAILING ADDRESS 232 Elizabeth St

CITY New York

STATE NY

POSTAL CODE 10022

COUNTRY USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME Williams

FIRST NAME Sylvia

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS 70 Herkimer

CITY Brooklyn

STATE NY

POSTAL CODE 11216

COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All fixtures, equipment, machinery, inventory and items of personal property owned by Lynnae B. Savage, herein attached that are unused in connection with the operation of the real estate described in this filing and all payments made in behalf of the debtor Lynnae B. Savage equaling a total indebtedness of Three Million Dollars (3,000,000.00 USD) that could affect the property known as 70 Herkimer Street, Brooklyn, New York 11216 AKA Block 1865 Lot 41 All Debtors: J & J Real Estate, (John Clarke), 70 Herkimer Street, Brooklyn, NY, 11216; Paradium Investment Group AKA Epiphany Home Saving, (Marlon Thomas) P.O. Box 250302, Brooklyn, New York 11225 and 12 Oakdale Drive, Westbury, New York 11590; Decatur Properties, (Patrick Mullins), 565 Decatur Street, Brooklyn, New York 11233, New Century Mortgage Corporation, (Maurice Dicks), P.O. Box 514700, Los Angeles CA 90051-4700; Gillian Shepherd, 177-33 Ursula Road, Jamaica, New York 11434; Tony Cheng ESQ, 299 Broadway, 17th Fl, New York 10009; Moberg & Associates, Attorney, 333 Earle Overton Blvd, Uniondale, New York 11553-3645; Lynnae S. Savage 232 Elizabeth Street, New York 10022; Recorded in NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER, CRFN# 201000303816

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING ☐

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors ☐ Debtor 1 ☐ Debtor 2 ☐

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Filing Number-201211138397547

174

438367

2012 Nov 13 PM08:47

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT9a. ORGANIZATION'S NAME **J & J Real Estate**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names11a. ORGANIZATION'S NAME **Paredium Investment Group/Epiphany Home Saving**

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS **12 Oakdale Drive**CITY **Westbury**

STATE

NY

POSTAL CODE

11590

COUNTRY

USAADD'L INFO RE
ORGANIZATION
DEBTOR11e. TYPE OF ORGANIZATION
Investment11f. JURISDICTION OF ORGANIZATION
New York**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

WESTBURY NY 11590

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Marlon Thomas*
Street, Apt. No., or PO Box No. *12 Oakdale Drive*
City, State, ZIP+4 *Westbury, LI 11590*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

BROOKLYN NY 11233

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Patrick Mullins / Decatur Properties*
Street, Apt. No., or PO Box No. *565 Decatur St*
City, State, ZIP+4 *Brooklyn, NY 11233*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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For delivery information visit our website at www.usps.com

NEW YORK NY 10022

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Lynnea Savage*
Street, Apt. No., or PO Box No. *339 Elizabeth Street*
City, State, ZIP+4 *New York, NY 10022*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

UNIONDALE NY 11553

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Mcberg & Associates*
Street, Apt. No., or PO Box No. *339 Earle Owen Blvd #10*
City, State, ZIP+4 *Uniondale, NY 11553-3645*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

BROOKLYN NY 11233

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Pelina Kermelene & Maid-Lai*
Street, Apt. No., or PO Box No. *2158 Dean Street*
City, State, ZIP+4 *Brooklyn, NY 11233*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

BROOKLYN NY 11216

Postage	\$ 0.65	0340
Certified Fee	\$2.95	07
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	01/03/2013

Sent To *Heekimer Realty / John Clarke*
Street, Apt. No., or PO Box No. *108 Heekimer St 1st FL*
City, State, ZIP+4 *Brooklyn, NY 11216*

7011 2970 0000 6326 4486

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

BROOKLYN NY 11212

Postage	\$ 0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	

01/03/2013

Sent To Ermani Taylor
 Street, Apt. No., or PO Box No. 246 Decatur Ave
 City, State, ZIP+4 Brooklyn, NY 11212

PS Form 3800, August 2010 See Reverse for Instructions

7011 2970 0000 6326 4462

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

BROOKLYN NY 11212

Postage	\$ 0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	

01/03/2013

Sent To Ernest E. Wilson Esq.
 Street, Apt. No., or PO Box No. 385 Remsen Avenue
 City, State, ZIP+4 Brooklyn NY 11212

PS Form 3800, August 2010 See Reverse for Instructions

7011 2970 0000 6326 4479

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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 For delivery information visit our website at www.usps.com

NEW YORK NY 10001

Postage	\$ 0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	

01/03/2013

Sent To Ermani Taylor
 Street, Apt. No., or PO Box No. 244 5th Ave Ste C 227
 City, State, ZIP+4 New York, NY 10001

PS Form 3800, August 2010 See Reverse for Instructions

7011 2970 0000 6326 7494

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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 For delivery information visit our website at www.usps.com

NEW YORK NY 10022

Postage	\$ 0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	

01/03/2013

Sent To Mullholland & Krapp LLP
 Street, Apt. No., or PO Box No. 641 Lexington Ave FL-27
 City, State, ZIP+4 New York, NY 10022-4503

PS Form 3800, August 2010 See Reverse for Instructions

7011 2970 0000 6326 7425

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

ALBANY NY 12231

Postage	\$ 1.30	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.60	

01/03/2013

Sent To NYS Dept of State, Div of Corp. DCC
 Street, Apt. No., or PO Box No. 140 Washington Ave, 16th FL
 City, State, ZIP+4 Albany NY 12231

PS Form 3800, August 2010 See Reverse for Instructions

7011 2970 0000 6326 7463

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

JAMAICA NY 11434

Postage	\$ 0.65	0340 07 Postmark Here
Certified Fee	\$2.95	
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.95	

01/03/2013

Sent To Gillian Shepherd
 Street, Apt. No., or PO Box No. 177-33 Ursula Road
 City, State, ZIP+4 JAMAICA NY 11434

PS Form 3800, August 2010 See Reverse for Instructions

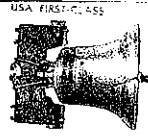
177

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Sylvia Williams
70 Herkimer Street
Apt. 2
Brooklyn, NY 11216

Sylvia Williams
70 Herkimer Street
Apt. 2
Brooklyn, NY 11216

Albert H. Barkley, Esq.
Cooper Station P.O. Box 1012
New York, NY 10276-1012



Maurice Dicks
New Century Mortgage Corp.
P.O. Box 514700
Los Angeles, CA 90051-4700

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION FOR DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Cohn & Roth c/o Downey Savings & Loan 100 E. Old Country Rd Mineola, NY 11501</p>		<p>B. Received by (Printed Name) J. Cohn</p> <p>C. Date of Delivery 9-7-13</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 2920 0001 0839 4929</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

7012 2920 0001 0839 4929

Postage	\$ 0.66	0340
Certified Fee	\$3.10	10
Return Receipt Fee (Endorsement Required)	\$2.55	Postmark Here OK
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.31	

03/30/2013

Sent To
 Cohn & Roth c/o Downey Sav. & Loan
 Street, Apt. No.
 or PO Box No. 100 E. Old Country Rd
 City, State, ZIP+4
 Mineola NY 11501

PS Form 3811, February 2004

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Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Darmin Bachu Esq
40 PIM Equities Inc
127-21 Liberty Avenue
Richmond Hills NY
11419

B. Received by (Printed Name)
DAN

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☒ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)
7012 2920 0001 0839 4967

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit us at www.usps.com

7012 2920 0001 0839 4967 **USE**

SOUTH RICHMOND HILL NY 11419

Postage	\$	\$1.52	0340 10 Postmark Here
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$7.17	

40 PIM Equities INC.

Sent To: *Darmin Bachu Esq*
Street, Apt. No., or PO Box No.: *127-21 Liberty Avenue*
City, State, ZIP+4: *Richmond, Hills, NY 11419*

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)
For delivery information visit us at www.usps.com

7012 2920 0001 0839 4967 **USE**

FOREST HILLS NY 11375

Postage	\$	\$0.66	0340 10 Postmark Here 03/30/2013
Certified Fee		\$3.10	
Return Receipt Fee (Endorsement Required)		\$2.55	
Restricted Delivery Fee (Endorsement Required)		\$0.00	
Total Postage & Fees	\$	\$6.31	

Sent To: *Ideal Properties - Ron Boedvinsky*
Street, Apt. No., or PO Box No.: *116-15 Queens Blvd - 206*
City, State, ZIP+4: *Forest Hills, NY 11375*

Sylvia Williams
70 Herkimer Street
#2
Brooklyn, NY 11216

ATTN: RON. BOLEVINSKY

PIM Equities
PO Box 150057
Kew Gardens, NY 11415

RELEASE OF OBLIGATION



Sylvia Williams
70 Herkimer Street
#2
Brooklyn, NY 11216

ATTN: RON BOROVINSKY

PIM Equities
PO Box 150057
Kew Gardens, NY 11415

182

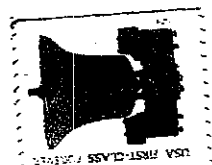


EXHIBIT -16

PIM Verified Notice of Default

VNOD

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

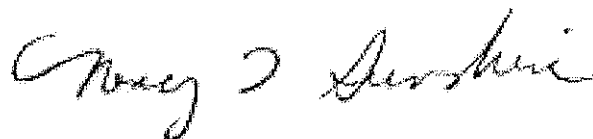
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

VERIFIED NOTICE OF DEFAULT

FORM – Affidavit of Obligation (Commercial Lien),
Qualified Written Request, Complaint, Dispute of
Debt and Validation of Debt Letter, Tila Request,
Re: UCC Financing Statement FILE # 201211138397547,
20101208382979, 201303298131264
Registered Mail # 70122920000108394943
#70122920000108394967
c/o: non-domestic

NON-NEGOTIABLE

To Respondents, jointly and severally:

June, 10, 2013

DARMIN BACHU, ESQ, C/O PIM EQUITIES INC (RON BOROVINSKY), 121 Liberty Avenue, Richmond Hills, NY 11419, and JOHN & JANE DOE'S 1-12

VERIFIED NOTICE OF DEFAULT

Re: UCC-1 Financing Statement re: **Sylvia Williams** re: File No. 201012038385979 DATED December 3, 2010, File No. 201211138397547, dated November 13, 2012 and File No. 201303298131264 dated March 29, 2013, accepted for value, [security agreement contract-436928, 438367, and 412467; Respondent's dishonor, **Qualified Written Request, Complaint, Dispute of Debt and Validation of Debt Letter, Tila Request**, dated April 20, 2013, Registered Mail # 7012 2920 0001 0839 4967, the Undersigned Affiant, hereinafter "the Undersigned," does hereby solemnly certify and swear on the Undersigned's unlimited commercial liability that:

The record reflects DARMIN BACHU, ESQ, C/O PIM EQUITIES INC (RON BOROVINSKY), 121 Liberty Avenue, Richmond Hills, NY 11419, and JOHN & JANE DOE'S 1-12, and JOHN & JANE DOE'S 1-12, the above named Respondent, hereinafter "Respondent," is in receipt of the above enumerated and below-enumerated documents on the basis of public posting, and/or service of notice by Registered Mail as substantiated by Proof of Service (return receipt) bearing dates of April 3, 2013 through April 23, 2013, and filing in public recorder office and with county clerk respectively.

2. Due to Respondent's failure/refusal/default/dishonor to respond to said Qualified Written Request, 1. one stop shop mortgage loan (embezzlement) scheme, 2. fraudulently filed lawsuit, 3. unlawful hostile takeover, 4. mortgage default and foreclosure scheme), requested by the Undersigned on or about February 2nd, 2005, for adjustment of Respondent's action(s) in Qualified Written Request being Respondent's personal conduct in the events, they are (Respondents) accountable for and accepted by the Undersigned (the Holder in Due Course); the same is a charge-back to the Undersigned's account charging the Respondent with the dishonor for value.

3. Executing, posting, and staking of the lawful claim and notice of Sylvia: Williams, herein referenced as "the Undersigned," in accordance with this Notice of Default, hereinafter "Final

1

Notice of Default, establishes on the record Respondent's confession and consent of judgment, i.e. lawful, contractual, and commercial res judicata, that,

inter alia:

A.

Respondent dishonors this Verified Actual and Constructive Notice and is foreclosed from capacity to withdraw offer.

B.

Respondent stipulates on the record that each and every material fact affirmed in the Undersigned's Affidavits (CAP) is true, correct, and complete, not misleading, and the truth, whole truth, and nothing but the truth in law, commerce, substantial citation, and fact.

C.

Respondent stipulates on the record that their actions/acts manifests their intent and substantial step towards the commission of fraud, one stop shopping scheme, unlawful conversion, embezzlement, trespass, and "ultra vires" acts in interference with contract against security interests previously filed with the New York Secretary of State [UCC File Number 201012038385979, 201211138397547, and 201303298131264], evidenced by correspondence sent April 3, 2013 to Respondent by Sylvia Williams, [ucc-1 copy enclosed].

D.

Respondent is lawfully estopped absolutely and permanently from acting against the Undersigned, the rights of the Undersigned, the property of the Undersigned, and the order, peace, sanctuary, and sanctity of the Undersigned's private life and private business in any manner whatsoever.

E.

Since Respondent repudiates his obligation to provide the Undersigned with satisfaction and closure of his actions as first requested, and the Respondent continues to leave this claim to remain against the Respondent, after the Respondent have the Undersigned notice the account is open for Levy and the Undersigned accepts the same for value, Respondent leaves the Undersigned the option to place this information with the U.S. Department of the Treasury, the New York State Department, the U.S. Securities and Exchange Commission, and with the Undersigned's request to exercise their fiduciary authority to adjust and settle the Respondent's account. This request is made in accord with Public Policy, COMMON LAW UCC 1-505 (N. I. L.), HJR 192, and Truth-In-Lending for settlement of this retail commercial agreement.

G.

Respondent must terminate all actions and release the Claim/Property to the Undersigned immediately. Since the value of this matter belongs to the Undersigned, after the Order for adjustment, the Undersigned will make the currency report to the U.S. Department of the Treasury using her UCC-1 lien registration number as the source from which the revenue is obtained, and the Respondent's name or the name of the individual that she sends as the party who received the revenue by Withdrawing from the Undersigned's account.

2

H.

Secured Party's acceptance for value ratifies a contractually finalized compulsory counterclaim, 28

USC Rule 13(a) and Minn.Civ.Proc. Rule 13.01, in accordance with which Secured Party is authorized to issue a Bill of Exchange for sum certain amount being decided solely by Secured Party and concerning which Secured Party is Creditor and Respondent is Debtor devoid of defenses.

I.

Respondent is lawfully estopped absolutely and permanently from acting against the Undersigned, the rights of the Undersigned, the property of the Undersigned, and the order, peace, sanctuary, and sanctity of the Undersigned's private life and private business in any manner whatsoever.

J.

Secured Party's acceptance for value ratifies a contractually finalized claim, 28 USC Rule 13(a) and Minn.Civ.Proc. Rule 13.01, in accordance with which Secured Party is authorized to issue a Bill of Exchange for sum certain amount being decided solely by Secured Party and concerning which Secured Party is Creditor and Respondent is Debtor devoid of defenses.

4. Any action by Respondent of any kind re: this matter purporting to involve the Undersigned constitutes establishing on the record confession and consent of judgment by Respondent that any further actions by Respondent concerning this matter purporting to involve the Undersigned is proof of deliberate, willful intent to abrogate the stipulations established on the record of this matter and are actionable in law, commerce, and any competent jurisdiction.

5. The Undersigned posts and stakes this Notice of Default in all public records and reserves the right to incorporate this Final Notice of Default in any proceedings arising from the subject matter established herein.

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NON-NEGOTIABLE**

Sylvia Williams Secured Party, Holder in Due [United v. United Mine Workers Of America, 330 U.S. 258 (1947)], (per Security Agreement and UCC-1 Financing Statement, File No. 201012038385979, 201211138397547, and 201303298131264, filed by New York Secretary of State, accept for value all endorsements front and back on all documents (in accord with UCC 3-419) in accord with House Joint Resolution 192, (brought Privately by UCC 10-104 Section 2) Public Policy supersedes all statutes, Codes and Rules notwithstanding.

3

Jurat

New York state

))

ss.

County of Kings

)

On this 10th day of the June month in the year of our Lord, Two Thousand Thirteen, personally appeared before me, **Sylvia Williams** a woman, holder in due course, known to me to be the "Undersigned" described herein, who executed the foregoing document/instrument, "NOTICE OF DEFAULT," by Declaration and acknowledgment that she executed the same as her free act and deed on behalf of herself.

Seal:

Notary Public Signature

Sylvia Williams
SYLVIA WILLIAMS

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

EXHIBIT -17

Civil Court Case 73405/13

S. Williams 3rd Party Intervener

NOTICE OF CASE STATUS

Index # 7 3407113
Calendar # 7 3407113
☒ L&T ☐ Small/Commercial Claims ☐ Civil

PIM Equities

"Doe" vs.

Will appear on the calendar:

Date: *7-18-13*

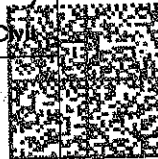
Part: *F* Room: *612*

Time: *9:30 AM*

The Clerk cannot grant any change in the scheduled date or time.

You must appear and bring this card with you!

CIVIL COURT OF THE
CITY OF NEW YORK
141 LIVINGSTON STREET
BROOKLYN, N.Y. 11201



UNITED STATES POSTAGE
FITZLY BOWES
02 1M \$ 00.33⁰
0064259161 JUN 17 2013
MAILED FROM ZIP CODE 11201

To:

*Occupants of
70 Herkimer
Street
Basement Apt
Brooklyn NY 11216*

SEE REVERSE SIDE

CIV-GP/LT-99 (Face) (Rev. 9/90) (K)

United States of America

State of New York
Department of State

*It is hereby certified, that Nancy T. Sunshine was Clerk of County of **Kings** in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.*

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of New York

this 13th day of June Two Thousand and Thirteen



33009

210C(C)(REV. 09/25/12)

Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

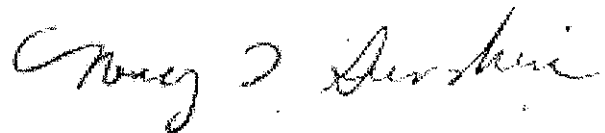
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS BROOKLYN HOUSING PART**

**DARMIN BACHU, ESQ, C/O PIM EQUITIES INC,
127-21 LIBERTY AVENUE, RICHMOND HILLS,
NY 11419, RON BOROVINSKY**

Petitioner,

v.

**Case # 73405/13
NOTICE OF RESPONSE TO
NOTICE OF MOTION TO AMEND
AND NOTICE OF PETITION
AND PETITION**

**JANE DOE OF 70 HERKIMER STREET, APT 2,
BROOKLYN, NY 11216**

Respondent(s).

Sylvia Williams,

Third Party Intervenor.

Please take notice that upon the attached affidavit of Sylvia Williams sworn on April 20th, 2013, and the exhibits and other documents attached to the affidavit, and upon all proceedings in this case to date, the Third Party Intervenor, and UCC Lien Holder, Sylvia Williams will show cause to this Court, at 2:00 p.m. on the 13th day of June 2013 at city court located at; 141 Livingston Street, Room 407, Part D, Brooklyn, NY 11201, for the granting of the following relief:

1. Dismiss this action against the fictitious respondents from this Court, as this Court lacks jurisdiction, in personum and subject matter, to hear issues between the petitioner and fictitious respondents which may adversely affect the Third Party Intervenor, and UCC Lien Holder not named herein, and as there are no tenants of the property in question.
2. Report the petitioner to the proper authorities, due to the Petitioners willingness to commit outright fraud by filing false documents and making false claims with this court in order to profit from a fraudulent and/or counterfeit acquisition of the property in question.

Respectfully Submitted,


Sylvia Williams,

without prejudice All Rights Reserved UCC 1-308

Address:

70 Herkimer Street, Floor 2, Brooklyn, NY 11216

x

191

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS BROOKLYN HOUSING PART**

**DARMIN BACHU, ESQ, C/O PIM EQUITIES INC,
127-21 LIBERTY AVENUE, RICHMOND HILLS,
NY 11419, RON BOROVINSKY**

Petitioner,

v.

**Case # 73405/13
NOTICE OF RESPONSE TO
NOTICE OF MOTION TO AMEND
AND NOTICE OF PETITION
AND PETITION**

**JANE DOE OF 70 HERKIMER STREET, FLOOR 2,
BROOKLYN, NY 11216**

Respondent(s)

Sylvia Williams,

Third Party Intervenor

Comes now Sylvia Williams, Third Party Intervenor, and UCC Lien Holder in this matter. I make this affidavit in support of this motion for an order

1. Dismissing this action against the fictitious respondents from this Court, as this Court lacks jurisdiction (in personum and subject matter), pursuant to *NY CPLR Article 3 Sections 301-302, US Constitution Article III Section 2, and the New York State Constitution Article VI §15. b.*, to hear issues between the petitioner and fictitious respondents which may adversely affect the Third Party Intervenor, and UCC Lien Holder, not named herein, and as there are no tenants of the property in question.
2. Report the petitioner to the proper authorities, due to the Petitioners willingness to commit outright fraud, due to the filing of false documents, and making of false claims, with this court which is an agency of the government of the State of New York, in order to profit through a fraudulent and/or counterfeit acquisition of the property in question. In violation of the Third Party Intervenor, and UCC Lien Holders rights under the *4th and 5th Amendments of the US Constitution, the New York State Constitution Article I Section 1, § 7 and §12, and USC Title 18 Sections §286, §287, §1001, §1652, §1653, §1655, §1656, §1659 and §1660.*

I, Sylvia Williams, Third Party Intervenor, and UCC Lien Holder, demands the Court grant this motion because I, Sylvia Williams, have a registered ownership interest in the property. See Exhibit A, the attached certified copy of the properly executed and recorded interest of Sylvia Williams. I also demand this Court report the petitioner to the proper authorities, due to the petitioners willingness to commit outright fraud by filing false documents with, and making false claims to, this court and by default the government, in order to profit through a fraudulent and/or counterfeit acquisition of the property in question, an action in violation of my rights under the *4th and 5th Amendments of the US Constitution, the New York State Constitution Article I Section 1, § 7 and §12, and USC Title 18 Sections §286, §287, §1001, §1651, §1652, §1653, §1655, §1656, §1659 and §1660.* See Exhibit B, the attached "deed" filed by the petitioner, being presented and filed long after the proper presentment and filing of the interest of Sylvia

actions and proceedings, not within the exclusive jurisdiction of the supreme court, as may be provided by law. The court of city-wide civil jurisdiction shall further exercise such equity jurisdiction as may be provided by law and it jurisdiction to enter judgment upon a counterclaim for the recovery of money only shall be unlimited.


- ▲ **NYS CONSTITUTION ARTICLE I Section 1.** No member of this state shall be disfranchised, or deprived of any of the rights or privileges secured to any citizen thereof, unless by the law of the land, or the judgment of his or her peers, except that the legislature may provide that there shall be no primary election held to nominate candidates for public office or to elect persons to party positions for any political party or parties in any unit of representation of the state from which such candidates or persons are nominated or elected whenever there is no contest or contests for such nominations or election as may be prescribed by general law. (Amended by vote of the people November 3, 1959; November 6, 2001.)**
- ▲ **NYS CONSTITUTION ARTICLE I Section 1. §7.** (a) Private property shall not be taken for public use without just compensation.
- ▲ **NYS CONSTITUTION ARTICLE I Section 1. §12.** The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized. The right of the people to be secure against unreasonable interception of telephone and telegraph communications shall not be violated, and ex parte orders or warrants shall issue only upon oath or affirmation that there is reasonable ground to believe that evidence of crime may be thus obtained, and identifying the particular means of communication, and particularly describing the person or persons whose communications are to be intercepted and the purpose thereof. (New. Adopted by Constitutional Convention of 1938 and approved by vote of the people November 8, 1938.)
- ▲ **US CONSTITUTION AMENDMENT IV.** The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
- ▲ **US CONSTITUTION AMENDMENT V.** No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.
- ▲ **U.S.C. Title 18 §286. Conspiracy to defraud the Government with respect to claims** Whoever enters into any agreement, combination, or conspiracy to defraud the United States, or any department or agency thereof, by obtaining or aiding to obtain the payment or allowance of any false, fictitious or fraudulent claim, shall be fined under this title or imprisoned not more than ten years, or both.
- ▲ **U.S.C Title 18 §287. False, fictitious or fraudulent claims** Whoever makes or presents to any person or officer in the civil, military, or naval service of the United States, or to any department or agency thereof, any claim upon or against the United States, or any department or agency thereof, knowing such claim to be false, fictitious, or fraudulent, shall be imprisoned not more than five years and shall be subject to a fine in the amount provided in this title.
- ▲ **U.S.C. Title 18 §1001. Statements or entries generally** (a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully— (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes

or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

- ▲ **U.S.C. Title 18 §1651. Piracy under law of nations** *Whoever, on the high seas, commits the crime of piracy as defined by the law of nations, and is afterwards brought into or found in the United States, shall be imprisoned for life.*
- ▲ **U.S.C. Title 18 §1652. Citizens as pirates** *Whoever, being a citizen of the United States, commits any murder or robbery, or any act of hostility against the United States, or against any citizen thereof, on the high seas, under color of any commission from any foreign prince, or state, or on pretense of authority from any person, is a pirate, and shall be imprisoned for life.*
- ▲ **U.S.C. Title 18 §1653. Aliens as pirates** *Whoever, being a citizen or subject of any foreign state, is found and taken on the sea making war upon the United States, or cruising against the vessels and property thereof, or of the citizens of the same, contrary to the provisions of any treaty existing between the United States and the state of which the offender is a citizen or subject, when by such treaty such acts are declared to be piracy, is a pirate, and shall be imprisoned for life.*
- ▲ **U.S.C. Title 18 §1655. Assault on commander as piracy** *Whoever, being a seaman, lays violent hands upon his commander, to hinder and prevent his fighting in defense of his vessel or the goods intrusted to him, is a pirate, and shall be imprisoned for life.*
- ▲ **U.S.C. Title 18 §1656. Conversion or surrender of vessel** *Whoever, being a captain or other officer or mariner of a vessel upon the high seas or on any other waters within the admiralty and maritime jurisdiction of the United States, piratically or feloniously runs away with such vessel, or with any goods or merchandise thereof, to the value of \$50 or over; or
Whoever yields up such vessel voluntarily to any pirate—
Shall be fined under this title or imprisoned not more than ten years, or both.*
- ▲ **U.S.C. Title §1659. Attack to plunder vessel** *Whoever, upon the high seas or other waters within the admiralty and maritime jurisdiction of the United States, by surprise or open force, maliciously attacks or sets upon any vessel belonging to another, with an intent unlawfully to plunder the same, or to despoil any owner thereof of any moneys, goods, or merchandise laden on board thereof, shall be fined under this title or imprisoned not more than ten years, or both.*
- ▲ **U.S.C. Title §1660. Receipt of pirate property** *Whoever, without lawful authority, receives or takes into custody any vessel, goods, or other property, feloniously taken by any robber or pirate against the laws of the United States, knowing the same to have been feloniously taken, shall be imprisoned not more than ten years.*

A prior application has not been made for the relief now requested.

Wherefore, I respectfully demand that this motion be granted, and that I have such other and further relief as be just and proper.


Sylvia Williams,

without prejudice All Rights Reserved UCC 1-308

Address:

70 Herkimer Street, Brooklyn, NY 11216

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

State of New York

County of Kings

This document was acknowledged before me on this the 10th day of June 2013
2012.


(Signature of Notarial Officer)

[Notary Seal]:

My commission expires June 13 2017

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

United States of America

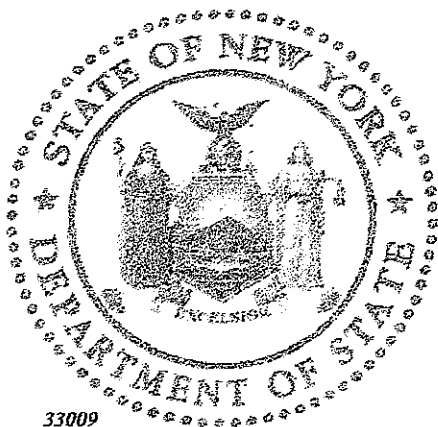
State of New York
Department of State

It is hereby certified, that Nancy T. Sunshine was Clerk of County of Kings in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of New York

this 13th day of June Two Thousand and Thirteen



33009

210CC(REV: 09-25-12)

Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

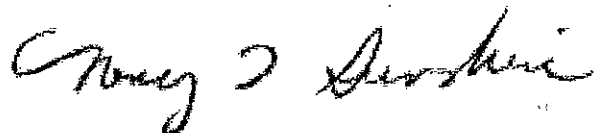
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS BROOKLYN HOUSING PART**

**DARMIN BACHU ESQ, C/O PIM EQUITIES INC.,
127-21 LIBERTY AVENUE, RICHMOND HILLS,
NY 11419, RON BOROVINSKY**

Plaintiff

INDEX # 73405/13

v.

**NOTICE AND CLAIM
OF COMMERCIAL LIEN
By WRIT OF ATTACHMENT**

**JANE DOE OF 70 HERKIMER STREET, APT 2
BROOKLYN, NY 11216**

Defendent

X

By: Sylvia Williams

Third Party Intervenor

**CLAIM OF COMMERCIAL LIEN IN THE FORM OF
UCC-1 LIEN & USSEC TITLE 15 SURETY
WRIT OF ATTACHMENT & WRIT OF LEVY**

NOTICE TO ALL PERSONS, known and unknown and all other concerned parties:

You are hereby notified that a Notice of Claim of UCC-1 Lien in the Form of a Writ of Levy & Writ of Attachment herein after referred to as a Claim of commercial Lien, on tangible or intangible property and personal property is now in effect on said personal property now of record and/or in the possession of the Respondent (s) located at **70 Herkimer Street, Brooklyn 11216 N.Y.**

Description of Tangible, Intangible and Personal Property

Fixtures affixed to all real property titled in the name of the Respondents or under the jurisdiction of the Respondents; all motor vehicles registered with any state Department of Licensing/Motor Vehicles in the name of the Respondents; all accounts receivable; all bank accounts, pass books; saving certificated; inventories; stock certificates; promissory notes or any other evidence of indebtedness owned by or in the

possession or control of Respondents; patent(s), copyrights(s) and all other contract interest; all mineral and water rights; all tangible and intangible property; all domestic furnishings; office equipment; road working equipment; educational equipment and all other property that may come under the control of the Respondent(s); and,

All J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), Emani Taylor, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY, and ALL AGENTS, and JOHN & JANE DOE'S 1-12] et. at., respondents, accounts as appears in its published budget, which is incorporated herein by reference as it fully reproduced herein; and,

All J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), Emani Taylor, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12] et. at., respondents, accounts referenced in its Comprehensive Annual Financial Report, which is incorporated herein by reference as if fully reproduced herein.

Notice is hereby given to, J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), Emani Taylor, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY, and ALL AGENTS, and JOHN & JANE DOE'S 1-12], the Respondents, that **Sylvia Williams**, the Petitioner files this Notice of UCC-1 Lien in the Form of a Writ of Attachment for the purpose of protecting and securing the equitable interest the Petitioner(s) has in said property and claims that this Notice of UCC-1 Lien in the Form of a Writ of Attachment on Real and/or Tangible, Intangible and Personal Property is in the AMOUNT of: **Five Million Dollars (\$5,000,000.00)**

Cause for this action is as follows:

UCC-1 (Case Pending) pursuant to the New York State Statue, New York Uniform Commercial Code Law, Art. 9 Sec. 9-501, and Sec 9-501 (a), 4..., regarding the following case filed in the **Supreme Court of the state of New York County of Kings index # 73405/13.**

The authority of the Petitioner(s) to file this UCC-1 Lien in the Form of a Writ of Attachment is protected under the U.S. Constitution/Federal Common Law, the Supreme Law of the Land, 1:10;1; 6:2:3; Articles in Amendment 1,4,5,7,9,10 & 14. [SEE: U.C.C. Article 9]; [USC 42 1981]; 5 301, 559, 601 Ex. Ord. No. 12612 2(b)(d)(g); [USC 28 2072 Clause 2]; State v. Simon, 2 Spears 761; Taylor v. Porter, 4 Hill. 140, 146(18430); Reid v. Covert, 354 U.S. 1,1 L.ED. 2nd 1148(1957); Miranda v. Ariz., 384 U.S. 436 at 491(1966); Eisner v. McComber, 252 U.S. 189 at 207; Bishop v. U.S., D.C. Tex., 334, F. Supp. 415, 418. This UCC-1 Lien shall be valid, any other provisions of statute or rule regarding the form or content of a "notice of Lien" notwithstanding, nor shall it be dischargeable for 100 years, nor extinguishable due to Petitioner's death for, nor extinguishable due to Petitioner's death whether accidental or purposely, nor dischargeable by Petitioner's heirs, assigns or executors.

This Lien may be Removed only as Follows: 1) Satisfaction of this Notice of Commercial Lien by Respondent(s) by full payment/or property is taken in lieu of monetary value, or upon final determination of the supreme court of The United States of America. Petitioner(s), Petitioners(s) agents and/or assigns will file a release of Lien within **TEN (10)** days after Respondent(s) have satisfied this UCC-1 Lien as required under International Commercial Law [recognized by United States at its UCC].

Notice to Respondent(s): This UCC-1 Lien became A Perfected Commercial Lien upon date of filing and/or on final decision of a Common Law Jury under the rules of Common Law pursuant to Article in Amendment 7th of the Constitution of The United States of America, as adopted at the United States Constitution, 7th Amendment. This "Claim of UCC-1 Lien" shall be deemed as prima facie evidence of admission of "waiver" to all rights on the property described herein. This "Claim of UCC-1 Lien" once perfected is evidence of a debt subject to enforcement.

Caveat & Judicial Notice: *Notice to any person, National, Federal or State Administrative agent(s), Law Enforcement Officer(s), Legislators(s), or Judicial Officers(s), who attempts to modify, circumvent, and or negate this Notice of Claim of UCC-1 Lien in the form of a Writ of Attachment, shall be deemed outlaws and or felons and shall be prosecuted pursuant to the Public Law as codified at USC 42 1983, 1985, 1986 and subject to fine and penalties under the Federal Common Law of up to \$10,000.00 fine per individual and up to 10 year imprisonment pursuant to the Public Law as codified at USC 18 241 & 242. Notice is given to all parties including but not limited to all Courts of all Jurisdictions that any judicial actions which violate the rights of individuals protected by the constitution may be sued as a cause of action in civil court litigation against those performing said acts, without any form of immunity. Federal and State officials sued in their capacities are "person" subject to suits for damages under Public Law as codified at USC 42 § 1983; 11th Amendment does not bar such suits in federal court. Any official who attempts to modify or remove this Notice of UCC-1 Lien in the Form of a Writ of Attachment is fully liable for damages at law pursuant to the MANDATORY RULING of the SUPREME COURT. SEE: [USC 42 § 2000d-7, 2000c(i)]; Hafer v. Melo, No. 90-681, P. 4001(1991); Butz*

v. Ecohomy, 98 S.Ct. 2894; *Bell v. Hood*, 327 U.S. 678; *Bivens v. Unknown Agents*, 400 U.S. 862; *Belknap v. Schild*, 161 U.S. 10; *U.S. v. Lee*, 196.

Memorandum of Law in Support of: *Writs of attachment are but another form of Constitutional Federal Common law [recognized by U.C.C.] Lien and SUPERSEDE statutory mortgages and equity liens, and may be satisfied only when paid and/or property is taken in lieu of monetary value and fully satisfied by taking of said property. SEE: Drummond Carriage v. Mills, (1978)N.W.99: Hewitt v. Williams, 47 La. Ann. 742 17 So. 269; Carr v. Dail, 19 S.E. 235; McMahn v. Ludin, 58 N.H. 827. The SUPREME COURT OF THE UNITED STATES specifically FORBIDS judges from invoking Equity Jurisdiction to remove Common Law Liens or similar "clouds on title". Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court(s) still may not proceed until the moving party has proven that the moving party asks for and comes "to equity" with "clean hands" based on the "clean hands doctrine" and Power of Estoppel". SEE: Rich v. Braxton 158 U.S. 375; Tree v. Comstock, 57 C.C.A. 646; West v. Washburn, App. Div. 460, 138 NY Supp. 230;*

I, **Sylvia Williams** the undersigned Petitioner, being duly sworn on oath or affirmation that all the information and statements in this Instrument are true and correct to the best of my/our knowledge of belief under penalty of perjury pursuant to the Law of The republic, of the People of, the state of New York. All statements made herein are made in good faith and in the interest of justice.

Without prejudice, reservation of all rights UCC 1-308, UCC 1-207, UCC 1-103.6, UCC 3-608, Title 42 USC, section 14141.

Dated: June 12/13

By: 

Sylvia Williams

Sovereign Propria Persona Defendant
Sui Juris and NOT Pro-Se
70 Herkimer Street,
Brooklyn, 11216 N.Y.
Republic (DMM 122.32)

Sworn To before me 6/12/13


Notary Public and seal

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

**CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS BROOKLYN HOUSING PART**

**DARMIN BACHU ESQ, C/O PIM EQUITIES INC.,
127-21 LIBERTY AVENUE, RICHMOND HILLS,
NY 11419, RON BOROVINSKY**

Petitioner,

INDEX # 73405/13

v.

**AFFIDAVIT SUPPORTING NOTICE
AND CLAIM OF COMMERCIAL
LIEN By WRIT OF ATTACHMENT**

**JANE DOE OF 70 HERKIMER STREET, APT 2
BROOKLYN, NY 11216**

Respondent(s)

By: Sylvia Williams

Third Party Intervenor

AFFIDAVIT SUPPORTING:

**CLAIM OF COMMERCIAL LIEN IN THE FORM OF
UCC-1 LIEN & USSEC TITLE 15 SURETY
WRIT OF ATTACHMENT & WRIT OF LEVY**

NOTICE TO ALL PERSONS, known and unknown and all other concerned parties:

CLAIM OF LIEN:

**THIS CLAIM OF LIEN IS FILED PURSUANT THE UNITED STATES CONSTITUTION
PREAMBLE, AMENDMENTS 1, 4, 5, 9 AND 10, & US International Treaty Agreement under United
Nations- UNCITRAL- Resolution 2205, Title 15 of the United States Code (USC), against Lien Debtors for
default and breach of contract under commercial law: New York Uniform Commercial Code Law, Art. 9 7. 9-
501, and 7 9-501 (a), 4..., for damages sustained. Additionally, the related statutes of New York State Civil
Procedure Laws and Rules, as an involuntary lien based on consensual actions by knowledgeable breach of
contract (fraudulant mortgage loan and unlawful conversion). THIS IS NOT A LIS PENDENS LIEN.**

LIEN DEBTOR:

J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), EMANI TAYLOR, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12,

This **CLAIM OF LIEN** (Affidavit of Obligation) is a Consensual Lien/Obligation on the part of the Lien Debtors, arising out of a private contract formed between LIEN CLAIMANT and LIEN DEBTORS. Said contract was initiated by Lien Debtors, by claims asserted against Lien Claimant.

LIEN CLAIMANT responded to LIEN DEBTOR(S), by a (sworn affidavit demands for validation, judicial complaint, and counter claims, and counter complaints) and subsequently (COMMERCIAL AFFIDAVIT) enumerating the position of LIEN CLAIMANT, proclaiming claims of LIEN DEBTOR(S) to be in error and criminal, and demanding a point-for-point rebuttal by LIEN DEBTOR S, and proof of basis for his alleged cause of action against LIEN CLAIMANT within thirty (30) days, or abate all action against LIEN CLAIMANT, in which failure to rebut Lien Debtors was put on notice that they would be in fault error and default.

Subject **COMMERCIAL AFFIDAVIT** sworn true, correct and complete was filed by

LIEN CLAIMANT, [Sylvia Williams] sent to LIEN DEBTOR(s), J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), EMANI TAYLOR, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12] et. at., and JOHN & JANE DOE'S 1-12, by United States Postal Service, Certified Mail, Return Receipt Requested. LIEN DEBTOR(S) failed to respond to Subject **COMMERCIAL AFFIDAVIT**, thereby admitting and acquiescing to the declarations by LIEN CLAIMANT. Such default admits that the LIEN DEBTORS' claim was false and fraudulent and that LIEN DEBTORS' were guilty of the criminal violations involved in the actions of LIEN DEBTORS' as set forth in LIEN CLAIMANT'S COMMERCIAL AFFIDAVIT, and subsequently will be charged in a criminal complaint (AFFIDAVIT OF INFORMATION), given to the United States District Court and the United States Attorney, for LIEN DEBTORS, actions.

"Due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation.... That the hearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest..." (Original italics; 401 US 378- 379) Randone v. Appellate Department, 1971, 5 C3d 536, 550.

"In the latter case [Mullane v. Central Hanover Trust Co., 339 U.S. 306] we said that the right to be heard "has little reality or worth unless one is informed that the matter is pending and can choose for him/herself whether to appear or default, acquiesce or contest." 339 U.S. at 314" Sniadach v. Family Finance Corp., 395 U.S. 337, 339, 340

In the absence of a response, when the **LIEN DEBTORS** were given an opportunity to respond, the **Sylvia Williams** (LIEN CLAIMANT) hereby inserts and records this UCC-1 Lien and **CLAIM OF LIEN** against **LIEN DEBTOR'S**,

J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), EMANI TAYLOR, COHN & ROTH – C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12] **et. at.**, and JOHN & JANE DOE'S 1-12, jointly and severally in the total amount of **\$5,000,000.00 Five Million Dollars**, said moneys to be paid in coin minted by the **United States Mint, 31 USC 5112 Dollars**. Said **CLAIM OF LIEN** is in the amount of criminal fines, penalties, and damages enumerated in a **CRIMINAL COMPLAINT (AFFIDAVIT OF INFORMATION)**, to be filed with the **United States Attorney's Office** and **United States Magistrate**, which total ledger amount is secured by the real and personal community property of **LIEN DEBTORS** as follows:

PERSONAL, REAL and MOVABLE PROPERTY of **LIEN DEBTORS'**, located at, **70 Herkimer street, Brooklyn 11216 N.Y.**, and **OTHER PROPERTIES LOCATED ELSEWHERE**, save that of **LIEN DEBTORS'** wedding rings.

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;
2. All rents, wages, and income;
3. All land, mineral, water, and air rights;
4. All cottages, cabins, houses, and buildings;
5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;

6. All inventory in any source;
7. All machinery, either farm or industrial;
8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;
11. All livestock and animals, and all things required for the care, feeding, use, and husbandry thereof;
- 12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;**
13. All computers, computer-related equipment and accessories, electronically stored files or data, telephones, electronic equipment, office equipment and machines;
14. All visual reproduction systems, aural reproduction Systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;)

This **CLAIM OF LIEN** is filed pursuant to the UNITED STATES CONSTITUTION, SUPREME COURT RULINGS, U.S. CODE LAWS, statutes of New York Civil Procedure Laws and Rules, and the Fundamental Commercial Law that has existed nearly 2,000 years:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, Sniadach v. Family Finance Corp., 395 U.S. 337, 349


Supported by UNITED STATES CONSTITUTION, SUPREME COURT RULINGS, U.S. CODE LAWS, statutes of New York Civil Procedure Laws and Rules, and the California Supreme Court, 1971, Randone v. Appellate Department, 5 C3d 536, 96 Cal Rptr 709 and 488 P2d, to command specific performance of **LIEN DEBTORS**, and to impound their properties for claims of **obligation for non-performance, default in Commercial Law, malfeasance of office, violation of oath of office, violation of trust, engaging in unbounded acts, and numerous other crimes and offenses** cited in the **AFFIDAVIT OF INFORMATION (Criminal Complaint)** that will be presented to the United States Magistrate and United States Attorney General Office.

This **CLAIM OF LIEN** is filed against J & J REAL ESTATE (JOHN CLARKE), HERKIMER REALTIES (JOHN C. CLARKE), PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), GILLIAN SHEPHERD, NEW CENTURY MORTGAGE (MAURICE DICKS), NIDANI LLC, DECATUR PROPERTIES LLC (PATRICK MULLINS), MOBERG & ASSOCIATES, MULLHOLAND & KNAPP, LLP, ALBERT H. BARKLEY, Esq., LYNNAE SAVAGE, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), MCPHERSON TAYLOR LLP (EMANI TAYLOR), EMANI TAYLOR, COHN & ROTH - C/O DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12] **et. at.**, and JOHN & JANE

(RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12] et. at.,, and JOHN & JANE DOE'S 1-12, **LIEN DEBTORS**, and spouse, including all Community Property of both, in order to prevent their evasion of financial liability through efforts to shield property and assets by placing said property and assets in their spouse's names to prevent attachment for the satisfaction of suits and liens.

Without prejudice, reservation of all rights UCC 1-308, UCC 1-207, UCC 1-103.6, UCC 3-608, Title 42 USC, section 14141.

CLAIMANT

Signed:  Dated: 6/12/13
[Sylvia: Williams]
Propria Persona Plaintiff,
Sui Juris and NOT Pro-Se
70 HERKIMER STREET,
Brooklyn, N.Y.
Republic (DMM 122.32)
Without Prejudice U.C.C. 1-308

Subscribed and sworn to before me this 12th day of June, 2013


Notary Public and Seal

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2017

United States of America

State of New York
Department of State

It is hereby certified, that Nancy T. Sunshine was Clerk of County of Kings in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of New York

this 13th day of June Two Thousand and Thirteen



33009

210C(C)(REV. 09/25/12)

Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

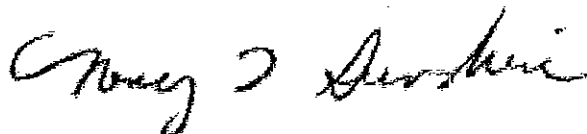
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

EXHIBIT -18

Claim of Lien

COL

United States of America

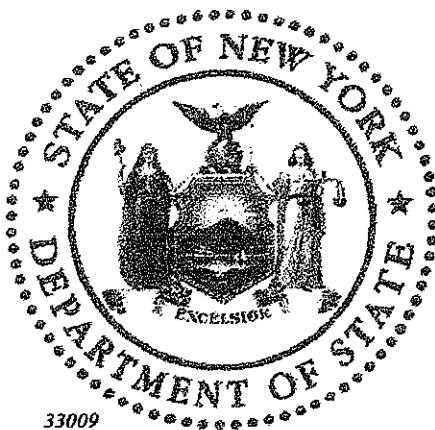
State of New York
Department of State

It is hereby certified, that Nancy T. Sunshine was Clerk of County of Kings in the State of New York, and Clerk of the Supreme Court therein, being a Court of Record, on the day of the date of the annexed certificate, and duly authorized to grant same; that the seal affixed to said certificate is the seal of said County and Court; that the attestation thereof of said Clerk is in due form and executed by the proper officer; and that full faith and credit may and ought to be given to said Clerk's official acts.

*In Testimony Whereof, the Department of State Seal
is hereunto affixed.*

Witness my hand at the city of New York

this 13th day of June Two Thousand and Thirteen



33009

210CC(REV: 09/25/12)

Sandra J. Tallman

Sandra J. Tallman
Special Deputy Secretary of State

STATE OF NEW YORK
COUNTY OF KINGS
COUNTY CLERK'S OFFICE

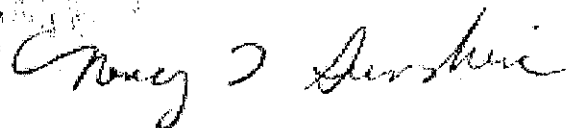
SS:

I, NANCY T. SUNSHINE, County Clerk of the County of Kings, State of New York and also Clerk of the Supreme Court in and for said County and State, the same being a Court of Record and having a seal;

DO HEREBY CERTIFY THAT OPETUBO, AHMED 01OP6128452
Term 6/13/2013 to 6/13/2017

Whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of their official character, and autograph signature, have been filed in my office; that as such the Notary Public was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public or have compared the signature on the annexed instrument with their autograph signature deposited in my office,

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at BROOKLYN, KINGS COUNTY, NEW YORK on June 12, 2013



NANCY T. SUNSHINE
KINGS COUNTY CLERK

RECORDING REQUESTED BY

[Sylvia Williams]

AND WHEN RECORDED MAIL TO:

[Deborah Shaw]

C/o [Sylvia Williams]

8 Monument Walk, Apt. 2G

Brooklyn, NY 11205

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CLAIM OF LIEN

THIS CLAIM OF LIEN IS FILE PURSUANT to the United States Treasury for settlement of an **"OBLIGATION of THE UNITED STATES"**, under Title 18 USC Sect. *, representing a "certificate of indebtedness...", "issued under an Act of Congress" (in this case the public law 73-10, HJR-192 of 1933 and 1933 and Title 31 USC 3123, AND 31 USC 5103) and by treaty (the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL)) and the Universal Postal Union, and **parallel New York State laws**, as an involuntary lien based on consensual actions by knowledgeable breach of contract (explained herein). **THIS IS NOT A LIS PENDENS LIEN.**

LIEN DEBTOR(S):

[J & J REAL ESTATE (JOHN CLARKE), 68 Herkimer Street, Brooklyn, NY 11216, HERKIMER REALTIES (JOHN C. CLARKE), 68 Herkimer Street, Brooklyn, NY 11216, PELICAN REMODELING & MAINTENANCE (JOHN C. CLARKE), 2158 Dean Street, Brooklyn, NY 11233, PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVERS (MARLON THOMAS), 12 Oakdale Drive, Westbury, LI 11590; and P.O. Box 258382, Brooklyn, NY 11225, GILLIAN SHEPHERD, 177-33 Ursina Road, Jamaica, NY 11434, NEW CENTURY MORTGAGE (MAURICE DICKS), P.O. Box 514700, Los Angeles, CA 90051-4700, NIDANI LLC, 161-15 130th Avenue, Jamacia, NY 11439, DECATUR PROPERTIES LLC (PATRICK MULLINS), 565 Decatur Street, Brooklyn, NY 11233, MOBERG & ASSOCIATES, 333 Earle Overton Blvd #103, Uniondale, NY 11553-3645, MULLHOLAND & KNAPP, LLP, 641 Lexington Avenue, 27th Floor, New York, NY 10022-4503, ALBERT H. BARKLEY, Esq., Cooper Station P.O. Box 1012, New York, NY 10276-1012, LYNNAE SAVAGE, 232 Elizabeth Street, New York, NY 10022, WILSON'S LAW FIRM (ERNEST E. WILSON ESQ.), 385 Remsen Avenue, Brooklyn, NY 11212, MCPHERSON TAYLOR LLP (EMANI TAYLOR), 244 5TH Avenue, Suite C227, New York, NY 10001, EMANI TAYLOR, 246 Decatur Avenue, Brooklyn, NY 11212, COHN & ROTH - C/o DOWNEY SAVINGS AND LOAN ASSOCIATION F. A., 100 E. Old Country Road, Mileola, NY 11501, SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES, P.O. Box 150057, Kew Gardens, NY 11415, DEAL PROPERTY, (RON BOROVINSKY) 116-55 Queens Blvd., Suite 206,

"In the latter case [Mullane v. Central Hanover Trust Co., 339 U.S. 306] we said that the right to be heard "has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest." 339 U.S. at 314" Sniadach v. Family Finance Corp., 395 U.S. 337, 339, 340.

In the absence of a response, when the LIEN DEBTOR(S) was given an opportunity to respond, **Sylvia Williams** (LIEN CLAIMANT) hereby inserts and records this CLAIM OF LIEN against LIEN DEBTOR(S), [NEW CENTURY MORTGAGE, JOHN CLARKE, J & J REAL ESTATE, HERKIMER REALTIES, LYNNAE SAVAGE, PELICAN REMODELING AND MAINTENANCE INC., NIDANI LLC AKA DECATUR PROPERTIES, PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVINGS, PATRICK MULLINS, MOBERG AND ASSOCIATES, MARLON THOMAS, MAURICE DICKS, ALBERT H. BARKLEY ESQ, GILLIAN SHEPHERD, MULLHOLLAND AND KNAPP LLP., ERNEST E. WILSON ESQ., WILSONS LAW FIRM, EMANI TAYLOR, MCPHERSON TAYLOR LLP, COHN & ROTH, C/O DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12, et al, and all Agents, John & Jane Doe's 1-12], jointly and severally in the total amount of [**Five Million (\$5,000,000.00)**] **dollars USD**, said moneys to be paid in coin minted by the United States Mint, 31 USC 5112 Dollars. Said CLAIM OF LIEN is in the amount of criminal fines, penalties, and damages enumerated in a **CRIMINAL COMPLAINT (AFFIDAVIT OF OBLIGATION for COMMERCIAL LIEN)**, received by the United States Attorney General and United States Magistrate, which total ledger amount is secured by the real and personal community property of LIEN DEBTOR(S) as follows:

PERSONAL, REAL and MOVABLE PROPERTY OF AT [**70 HERKIMER STREET, Brooklyn, N.Y.**] save that of LIEN DEBTOR'S wedding rings. This CLAIM OF LIEN is filed pursuant the New York Codes and the Fundamental Commercial Law that has existed nearly 2,000 years:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, Sniadach v. Family Finance Corp., 395 U.S. 337, 349, supported by the California Supreme Court, 1971, Randone v. Appellate Department, 5 C3d 536, 96 Cal Rptr 709 and 488 P2d, and paralel New York State Laws, to command specific performance of LIEN DEBTOR(S) and to impound their property (ies) for claims of obligation for non-performance, default in Commercial Law, malfeasance of office, violation of oath of office, violation of trust, engaging in unbonded acts, and numerous other crimes and offenses cited in the AFFIDAVIT OF OBLIGATION for COMMERCIAL LIEN) (Criminal Complaint) presented to the United States Magistrate and United States Attorney.

This CLAIM OF LIEN is filed against [NEW CENTURY MORTGAGE, JOHN CLARKE, J & J REAL ESTATE, HERKIMER REALTIES, LYNNAE SAVAGE, PELICAN REMODELING AND MAINTENANCE INC., NIDANI LLC AKA DECATUR PROPERTIES, PAREDIUM INVESTMENT GROUP AKA EPIPHANY HOME SAVINGS, PATRICK MULLINS,

MOBERG AND ASSOCIATES, MARLON THOMAS, MAURICE DICKS, ALBERT H. BARKLEY ESQ., GILLIAN SHEPHERD, MULLHOLLAND AND KNAPP LLP., ERNEST E. WILSON ESQ., WILSONS LAW FIRM, EMANI TAYLOR, MCPHERSON TAYLOR LLP, COHN & ROTH, C/O DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS Index No. 4823/09, PIM EQUITIES (RON BOROVINSKY), IDEAL PROPERTY, (RON BOROVINSKY), and ALL AGENTS, and JOHN & JANE DOE'S 1-12, et al, and all Agents, John & Jane Doe's 1-12], LIEN DEBTOR(S) and spouse, including all Community Property of both, in order to prevent their evasion of financial liability through efforts to shield property and assets by placing said property and assets in their spouse's names to prevent attachment for the satisfaction of suits and liens.

CLAIMANT

Signed: [Signature]
[Sylvia Williams]

Dated: 3/24/13

WITNESS my hand this 24 day of March, 2013

[Signature]
[Sylvia Williams]
STATE OF NEW YORK)

):ss

COUNTY OF KINGS)

On this 24th day of March, 2013, before me, the undersigned Notary Public in and for the State of NEW YORK, appeared Sylvia Williams, ☒ personally known to me or ☒ proved to me on the basis of satisfactory evidence, to be the person whose signature appears in the within instrument and acknowledged to me that he executed it.

Witness my hand and official seal:

[Signature]
NOTARY PUBLIC

AHMED ADIO OPETUBO
Notary Public, State of New York
No. 01OP6128452
Qualified in Kings County
Commission Expires June 13, 2013